

United States  
Circuit Court of Appeals <sup>6</sup>  
For the Ninth Circuit.

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COGGESHALL LAUNCH COMPANY, a Corporation,

Appellant,

vs.

ELIZA A. EARLY, Claimant,

Appellee.

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Apostles on Appeal.

---

Upon Appeal from the Southern Division of the United States  
District Court for the Northern District of California,  
First Division.

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Filed

JUL 3 - 1917

F. D. Monckton,  
Clerk.



No. 2975

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Circuit Court of Appeals  
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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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*In the United States District Court for the Northern  
District of California, Southern Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Cor-  
poration, Owners of the Steam Vessel "AN-  
TELOPE," for Limitation of Liability.

**Amended Praecipe for Apostles on Appeal.**

To the Clerk of the Above-entitled Court:

Please prepare transcript of record in this cause to be filed in the office of the Clerk of the United States Circuit Court of Appeals for the Ninth Circuit upon appeal heretofore perfected in this court and include in said transcript the following pleadings, proceedings and papers on file, to wit:

(1) All those papers required by Section I of paragraph I of Rule 4 of the Rules of Admiralty of the United States Circuit Court of Appeals for the Ninth Circuit excluding the testimony taken on the reference to ascertain value, and excluding any and all Briefs filed upon any question in this cause.

(2) All the pleadings with the exhibits annexed thereto.

(3) The monition and all proceedings taken, made and returned by the United States Marshal to this court.

(4) All the testimony and other proof adduced in the cause.

(5) The opinion of the court.

(6) The final decree and notice of appeal.

(7) The assignment of errors.

CLARENCE COONAN,

NAT. SCHMULOWITZ,

Proctors for Petitioners and Appellant Coggeshall  
Launch Company. [1\*]

Due service of a copy of the original Praecipe for  
Apostles on Appeal and the Amended Praecipe for  
Apostles on Appeal hereby admitted this 14th day  
of March, 1917.

W. ERNEST DICKSON.

[Endorsed]: Filed Mar. 16, 1917. W. B. Mal-  
ing, Clerk. By C. W. Calbreath, Deputy Clerk.  
[2]

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**Statement of Clerk U. S. District Court.**

*In the Southern Division of the District Court of  
the United States, Northern District of Califor-  
nia, First Division.*

**TITLE OF CAUSE.**

No. 15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corp., and HAM-  
MOND LUMBER COMPANY, a Corp.,  
Owners of the Steam Vessel "ANTELOPE,"  
For Limitation of Liability.

ELIZA A. EARLY, Claimant.

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\*Page-number appearing at foot of page of original certified Apostles  
on Appeal.



PARTIES.

Petitioners for Limitation of Liability of Steam Vessel, "Antelope," Coggeshall Launch Company, a Corp., and Hammond Lumber Company, a Corp.

Claimant: Eliza A. Early. [3]

PROCTORS.

for

Petitioners and Appellants: Clarence Coonan, Esq., Eureka, Calif., and Nat. Schmulowitz, Esq., San Francisco.

Claimant and Appellee: W. Ernest Dickson, Esq., Eureka, Calif.

PROCEEDINGS.

1915.

March 19. Filed verified Petition of COGGES-  
HALL LAUNCH COMPANY, a  
corporation and HAMMOND LUM-  
BER COMPANY, a corporation,  
owners of the Steam Vessel "Ante-  
lope," for Limitation of Liability.

March 20. Filed Order referring case to Francis  
Krull, U. S. Commissioner, for Ap-  
praisement of Steam Vessel, "Ante-  
lope."

April 27. Filed Report of Francis Krull, U. S.  
Commissioner, on reference for ap-  
praisement of Steamer "Antelope,"  
and testimony taken on said reference.  
Filed Notice of Appraisement.

May 5. Filed Order Approving Report of  
Francis Krull, appraising the value

of Steamer "Antelope" at \$8,005.00, and ordering Petitioners to file a bond in said sum of \$8,005.00, with interest from September 15th, 1915. Filed Notice of Filing Report of Commissioner. [4]

June 24. Filed Bond of Petitioners, in the sum of \$8,005.00, with interest, etc., with Fidelity and Deposit Company of Maryland, as surety thereon.

Filed order for monition to issue, citing all persons claiming damages, etc., to appear before Francis Krull, U. S. Commissioner, and file their claims.

28. Issued Monition to all persons claiming damages, etc., to appear before Francis Krull, U. S. Commissioner, and file their claims, which monition was afterwards, on April 9th, 1917, returned and filed, with U. S. Marshal's Return attached thereto.

28. Filed application for Restraining Order. Filed Restraining Order, restraining Claimant herein from further prosecuting certain action heretofore brought in the Superior Court of the State of California, County of Humboldt.

July 15. Filed Claim of Eliza A. Early in the sum of \$7,500.00.

19. Filed Answer of Eliza A. Early.

August 9. Filed Notice of Motion to Dissolve Restraining Order.

November 19. Filed Opinion in which it was ordered that the motion to dissolve the restraining order be denied.

1916.

July 6. This cause, this day, came on for hearing, in the District Court of the United States, for the Northern District of California, held at Eureka, California before the Honorable, M. T. Dooling, Judge. Further hearing was had on July 7th, 1916, on which day the Court ordered the matter submitted. [5]

1917.

January 23. The Court, this day, filed an opinion, denying the motion for judgment on the pleadings, ordering a decree to be entered, limiting the liability as prayed, and ordering the entry of a decree, in favor of claimant, in the sum of \$5,000.00 and costs, against the Coggeshall Launch Company.

February 5. Filed order for entry of Decree in favor of claimant.

Filed Final Decree.

19. Filed Notice of Appeal, by petitioner.

23. Filed order allowing bond of petitioner, heretofore given, to be used

and considered as the bond staying execution on appeal.

Filed cost on bond on appeal, in the sum of \$250.00, with Samuel S. Silkwood and William T. Armstrong, as sureties.

March 16. Filed Assignment of Errors. [6]

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*In the United States District Court of the Northern District of California, First Division.*

IN ADMIRALTY.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**Petition for Limitation of Liability.**

To the Hon. MAURICE T. DOOLING, Judge of the United States District Court for the Northern District of California, Sitting in Admiralty:

The petition of the Coggeshall Launch Company, and Hammond Lumber Company for Limitation of Liability, civil and maritime, respectively shows:

I.

That petitioner herein, Coggeshall Launch Company, is a corporation organized, created and existing under and by virtue of the laws of the State of California, with its principal place of business in the city of Eureka, County of Humboldt, State of California.



II.

That petitioner herein, Hammond Lumber Company, is a corporation organized, created and existing under and by virtue of the laws of the State and existing under and by virtue of the laws of the State of New Jersey, with its principal place of business in the city and county of San Francisco, State of California. [7]

III.

That Coggeshall Launch Company and Hammond Lumber Company are, and at all times herein mentioned were the owners of the steam "Antelope," together with its engines, boilers, boats, tackle, apparel, furniture, and appurtenances.

IV.

That said steam vessel "Antelope" is an American vessel of 101 net tons burden, and duly enrolled according to law in the office of the United States Collector of Customs for the District of San Francisco, State of California, and said vessel is now in the port of Eureka in the Northern District of California, and within the jurisdiction of this Honorable court.

V.

That Coggeshall Launch Company, without participation of any character therein by the Hammond Lumber Company, for a long time past has operated, and on the 15th day of January, 1915, was operating a ferry system upon Humboldt Bay, in the State of California, between the city of Eureka and the town of Samoa, using and employing in that connection, among other vessels, the steam ves-

sel "Antelope"; that on said 15th day of January, 1915, said steam vessel "Antelope" departed from the town of Samoa in accordance with a schedule maintained and adhered to by Coggeshall Launch Company on a voyage across Humboldt Bay to the city of Eureka; that on said voyage the steam vessel "Antelope" carried, among its passengers, one George D. Early, who rode and was carried on the lower of the two decks of the steam vessel "Antelope"; that on said lower deck there was and is a doorway through which freight was and is loaded upon, and discharged from the lower deck of said steam vessel; that when said doorway is and was not being used for the purpose of either loading freight upon, or discharging freight from, said lower deck, it is and was closed by a heavy sliding door; that before the departure of said steam vessel from the town of Samoa on the voyage above referred to, [8] on the 15th day of January, 1915, said doorway was closed by drawing to the sliding door above referred to; that on said voyage, said George D. Early, either by himself or in company with others, and without the consent or permission, or knowledge, of the petitioners, or either of them, or of any of their employees, or any employee of either of them, and without any authority so to do, shoved back said sliding door, thus opening said doorway; that it is the custom and practice of Coggeshall Launch Company and its employees to protect said doorway, when open, by placing about four feet from the floor of the deck a heavy horizontal bar across said opening, fitting the ends thereof into lugs or

brackets fastened on either upright jamb of said doorway, and locking said bar by inserting a pin on one end thereof, but on this occasion said sliding door having been shoved back without its knowledge or privity, or permission, or the knowledge, or privity or permission of its employees, and without the consent or authority of the Coggeshall Launch Company or any of its employees, said iron bar was not so placed, and said opening was unprotected; while said doorway was in said condition said George D. Early fell through the same into the waters of Humboldt Bay and was drowned.

#### VI.

That after the drowning of said George D. Early, said steam vessel "Antelope" proceeded on its voyage to Eureka, and said steam vessel "Antelope" is now in the same condition as it was at the close of its aforesaid voyage.

#### VII.

That said steam vessel "Antelope" was, at all times herein mentioned, and is now, used and employed by Coggeshall Launch Company in the business of transporting passengers and freight on Humboldt Bay between the city of Eureka and the town of [9] Samoa, and within the admiralty and maritime jurisdiction of the United States, and of this Honorable Court, and during all of said times was a good, staunch, able, and seaworthy vessel, and was at all times properly manned, officered, equipped, supplied and appareled, and well and sufficiently fitted with suitable boilers, machinery, lines, boats, tackle, apparel, appliances and stores, all in good order and



condition, and sufficient for the business and voyage in which it was engaged, and particularly for the transportation of persons.

### VIII.

That the drowning of said George D. Early, and all other damages and injuries, whether of persons, or property, done, occasioned and incurred on said voyage of said steam vessel "Antelope" were done, occasioned, and incurred without the consent or privity, or knowledge or design or neglect of the petitioners, or either of them, or of the directors or officers or servants of petitioners, or either of them, or of said steam vessel "Antelope."

### IX.

That Eliza A. Early, a resident of the city of Eureka, State of California, who alleges that she is the mother of George D. Early, has heretofore commenced on the 3d day of February, 1915, in the Superior Court of the State of California, in and for Humboldt County, an action against the petitioners, wherein recovery is sought for the sum of Fifty Thousand (\$50,000) Dollars for the loss of the life of George D. Early, through drowning; that said claim is greater than the value of the steam vessel "Antelope," and freight pending which, according to the best knowledge, information and belief of the petitioners, is of a value not in excess of Fourteen Thousand (\$14,000) Dollars; that the said action of Eliza A. Early has been commenced within the jurisdiction of this Honorable Court; that the said claim of [10] Eliza A. Early is the only claim, as far as the petitioners know, that has been



made for injuries, or losses, or damages, either to person or property, caused or occasioned or incurred on said voyage; that W. Ernest Dickson, Esq., appears as attorney for said Eliza A. Early.

## X.

That your petitioners desire to contest their liabilities, and the liability of either of them, and the liability of the steam vessel "Antelope" for the injuries, losses, and damages, whether to persons or to property, caused, occasioned or incurred on said voyage, and particularly in regard to the drowning of said George D. Early, and also hereby claim the benefit of limitation of liability of your petitioners, provided for in Secs. 4282 and 4289, inclusive, of the Revised Statutes of the United States, and also hereby claim the benefit of limitation of liability of your petitioners provided for in the Act of June 26, 1884, and particularly the benefit of provisions of Sec. 18 of said Act (23 Stat. at L. 57), and also hereby claim the benefit of limitation of liability provided for in Section 4289 of the Revised Statutes of the United States as amended by the Act of June 19, 1886 (24 Stat. at L. 79), and particularly Sec. 4 of the last mentioned Act, and also hereby claim the benefit of any and all Acts of Congress of the United States, if any, amendatory of several sections and acts aforesaid, or any thereof; and your petitioners are now ready, able and willing, and hereby offer to give its stipulation or stipulations with sufficient sureties, conditioned for the payment into this Court by your petitioners of the value of said steam vessel "Antelope," if required, as it was

immediately after the termination of said voyage upon which said George D. Early was drown, with interest thereon, together with its freight, pending, if any was pending, such payment to be made whenever the same shall be ordered herein. [11]

## XI.

While not in any way admitting your petitioners, or either of them, to be under any liability for the losses or damages occurring as aforesaid, and your petitioners, and each of them reserving the right to contest in this Court any liability therefor, either personally or of said steam vessel "Antelope," your petitioners, and each of them, claim, and are entitled to have limited their liability, or the liability of either of them, if any, in the premises, to the amount of the value of their interest, or the interest of either of them, as aforesaid, in said steam vessel "Antelope," at the close of said voyage.

WHEREFORE your petitioners pray that this Court will order due appraisement to be had of the value of the steam vessel "Antelope," its boilers, engines, boats, tackle, apparel, furniture, and appurtenances as the same were immediately after the close of its aforesaid voyage, and order and cause due appraisement to be had of the amount of the freight pending, if any, at the close of said voyage, and that stipulation or undertaking may be given by your petitioners, with sureties, conditioned upon the payment into Court of such appraised value, whenever the same shall be ordered, and that this Court will, upon filing of such stipulation by your petitioners, issue or cause to be issued, a monition against Eliza

A. Early and all other persons claiming damage of your petitioners, or either of them, by reason of injuries to person or property occurring or arising on said voyage, or resulting from the drowning of George D. Early, citing them and each of them to appear before this Court and there make due proof of their respective claims, at a time therein named, as to all of which claims your petitioners, and each of them, will contest their liability and the liability of the steam vessel "Antelope" independently of the limitation of their liability, and the liability of each of them, claimed under the statutes and sections above stated.

That this Court may be pleased to determine that no [12] liability exists on the part of your petitioners or either of them, or of the steam vessel "Antelope," for any act or thing done or omitted to be done, or occasioned by said steam vessel "Antelope," on said voyage on which George D. Early was drowned,—and particularly that no liability exists on the part of your petitioners, or either of them, for the drowning of said George D. Early, and that this Court may be pleased to release the stipulation for the value of said steam vessel "Antelope," and her freight, if any, pending, for the reason that neither said steam vessel nor her officers, nor crew, participated in the drowning of said George D. Early.

That in case it shall be found that any liability exists on the part of your petitioners, or either of them, by reason of injuries to persons, or loss of, or damage to property, done, occasioned or incurred



on said voyage, and particularly the drowning of said George D. Early, as aforesaid (which your petitioners deny and pray may be contested in this court), then that such liability shall in no event be permitted by this Court to exceed the value of the steam vessel "Antelope," and her freight, if any, pending, at the close of its voyage, upon which said George D. Early was drowned, as aforesaid, and as such value may be determined by the appraisement of such interests as hereinbefore prayed; and that the moneys secured be paid into court, as aforesaid, shall and may, after payment of costs and expenses therefrom, be divided *pro rata* among the several claimants, in proportion to the amounts of their respective claims, as by this Court adjudged; and that in the meantime, and until final judgment of this Court shall be rendered and entered herein this Court shall enter an order restraining said Eliza A. Early and her attorney from further prosecuting said suit numbered 7173, or any other suit heretofore commenced in the Superior Court of the State of California in and for the county of Humboldt, and restraining said Eliza A. Early, and all other [13] persons, from prosecuting any suits against your petitioners, or either of them, or said steam vessel "Antelope," save in this Court, only, in respect to the loss of life by George D. Early by drowning, and any and all claims arising upon said voyage as aforesaid, and that your petitioners, and each of them, may have and receive such other and further

relief as shall be deemed meet and equitable.

CLARENCE COONAN,  
MAHAN & MAHAN,

Advocates.

COGGESHALL LAUNCH COMPANY,

By WALTER COGGESHALL,

President.

HAMMOND LUMBER COMPANY,

By W. S. BURNETT,

Vice-President. [14]

United States of America,

State of California,

County of Humboldt,—ss.

Walter Coggeshall, being first duly sworn, deposes and says:

That he is the president of the petitioner Coggeshall Launch Company, a corporation, and as such president is authorized to make, verify and file the petition herein on behalf of said company; that he has read the foregoing petition, knows the contents thereof, and that the allegations of the same are, and each thereof is, to the best of his knowledge, information and belief, true, as stated therein and set forth.

WALTER COGGESHALL.

Subscribed and sworn to before me this 11th day of March, 1915.

[Seal]

A. B. ADAMS,

Notary Public in and for the County of Humboldt,  
State of California. [15]

United States of America,  
State of California,  
County of Humboldt,—ss.

W. S. Burnett, being first duly sworn, deposes and says:

That he is the vice-president of the petitioner Hammond Lumber Company, a corporation, and as such vice-president is authorized to make, verify and file the petition herein on behalf of said company; that he has read the foregoing petition, knows the contents thereof, and that the allegations of the same are, and each thereof is, to the best of his knowledge, information and belief, true, as stated therein and set forth.

W. S. BURNETT,

Subscribed and sworn to before me this 19th day of March 1915.

[Seal]

T. L. BALDWIN,

Deputy Clerk U. S. District Court, Northern District of California.

[Endorsed]: Filed Mar. 19, 1915. W. B. Maling, Clerk. By T. L. Baldwin, Deputy Clerk. [16]

---

*In the United States District Court for the Northern District of California, First Division.*

IN ADMIRALTY.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.



**Order Referring Matter to Commissioner for Appraisement.**

It appearing to this Court that a petition for limitation of liability has heretofore been filed herein by the above-named petitioners, owners of the steam vessel "Antelope," and application having been made in open court for an order appointing appraisers to appraise the value of the steam vessel "Antelope," her engines, boilers, tackle, apparel, furniture, and appurtenances, together with its freight pending at the close of the voyage, mentioned in said petition for liability, and good cause therefor being shown,

IT IS HEREBY ORDERED that the above-entitled matter be, and the same is hereby referred to Hon. Francis Krull, United States Commissioner, for the purpose of making due appraisement of the steam vessel "Antelope," its boilers, engines, boats, tackle, furniture, and appurtenances, as the same existed at the close of its voyage upon which George D. Early lost his life through drowning, together with the amount of its freight pending, if any existed, and upon the making of said appraisement that the same be forthwith reported to this Court, and

BE IT FURTHER ORDERED that at least 10 days' notice be given said Eliza A. Early at her residence in the city of Eureka, State of California.  
[17]

Entered this 20th day of Mch., 1915.

WM. C. VAN FLEET,

Judge.

[Endorsed]: Filed Mar. 20, 1915. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [18]

---

*In the United States District Court for the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**(Affidavit of Service of Notice of Appraisement, and Order Referring Matter to Commissioner for Appraisement.)**

State of California,  
County of Humboldt,—ss.

J. A. Montgomery, being duly sworn, deposes and says: I am and was at all times herein mentioned a male citizen of the United States and a resident of the County of Humboldt, State of California, over the age of twenty-one years, and not a party to the within action or proceeding; that on the 25th day of March, 1915, in the city of Eureka, county of Humboldt, State of California, I personally served a true copy of the within and annexed NOTICE OF APPRAISEMENT and ORDER REFERRING MATTER TO COMMISSIONER FOR APPRAISEMENT on Eliza A. Early, the person named therein, and personally known to me to be the person named therein, by them and there delivering to said Eliza A. Early personally at her residence in the city of



Eureka, State of California, a copy of said NOTICE OF APPRAISEMENT and ORDER REFERRING MATTER TO COMMISSIONER FOR APPRAISEMENT and at the same time and place I served in like manner a copy of the PETITION FOR LIMITATION OF LIABILITY in the above-entitled matter on said Eliza A. Early.

J. A. MONTGOMERY.

Subscribed and sworn to before me this 25th day of March, A. D. 1915.

[Seal]

L. E. MAHAN,

Notary Public in and for the County of Humboldt,  
State of California. [19]

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*In the United States District Court for the Northern  
District of California, First Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a  
Corporation, Owners of the Steam Vessel  
“ANTELOPE,” for Limitation of Liability.

**Notice of Appraisement.**

To Eliza A. Early, Eureka, California:

YOU ARE HEREBY NOTIFIED that the undersigned, the duly appointed Commissioner to appraise the value of the steam vessel “Antelope,” its engines, boilers, boats, tackle, apparel, furniture and appurtenances, together with its freight pending at the close of the voyage mentioned in the petition for limitation of liability filed herein, will make said

appraisement at his office in the Postoffice building, city of San Francisco, State of California, on Tuesday, the 6th day of April, 1915, at the hour of 2 o'clock P. M., pursuant to an order of the above-entitled Court, a copy of which is attached hereto.

Dated San Francisco, California, March 22, 1915.

[Seal]

FRANCIS KRULL,

United States Commissioner.

(Here follows copy of order referring matter to commissioner for appraisement.)

[Endorsed]: Filed Apr. 27, 1915. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [20]

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*In the District Court of the United States for the  
Northern District of California.*

#15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel  
“ANTELOPE,” for Limitation of Liability.

**(Report of U. S. Commissioner on Reference to  
Appraise Value of Steamer “Antelope,” etc.)**

Pursuant to the *court* made herein on March 20th, 1915, referring the above-entitled matter to me as United States Commissioner, for the purpose of making appraisement of the interests of said petitioners in the steam vessel “Antelope,” her boilers, engines, boats, tackle, apparel, furniture and appurtenances, as the same existed at the close of her voyage of January 15, 1915, mentioned in the peti-

tion herein, together with the amount of the freight then pending, if any existed, I have to report that I was attended by Clarence Coonan, Esqr., as proc-tor for the petitioners, no appearance being made on behalf of any claimant. The proceedings here-unto annexed and made a part hereof, were had as therein set forth.

From the evidence adduced before me, it appears that the steamer "Antelope" was built by the Hammond Lumber Company, one of the petitioners, about six years ago as a "makeshift" to carry its workman from Eureka to its lumber-mills at Samoa and return, on the Bay of Humbolt. The hull cost about \$6,000, and her engines were taken from the hull of an old steamer by the same name. The en-gines are reported to have been in use for the past twenty or thirty years. The dimensions of the "Antelope" [21] are 108 feet long by 22 feet beam; her engines developing something like 180 horsepower. She is engaged in the carrying of freight and passengers on Humboldt Bay.

It does not appear that the vessel really has a market value. She is only valuable for the service in which she is now engaged, and this service is greatly dependent upon the good will and a contract with the Hammond Lumber Company, to carry its workman to and from its mills. The purchase of the vessel by one of the petitioners from the other, at a price that seems much out of proportion to her actual value, was induced by business considerations that made it a necessity for the purchaser to own the vessel.



After a careful consideration of the elements entering into the value of the steamer "Antelope" as set forth in the evidence, I am disposed to and do hereby appraise her value at the close of the voyage mentioned in the petition herein, to be \$8,000, and her freight pending as the close of said voyage, I find to be the sum of \$5.

All of which is respectfully submitted.

Dated April 27, 1915.

[Seal]

FRANCIS KRULL,

United States Commissioner, Northn. Dist. of California.

(Filed with and as a part of Reporter's Transcript of Testimony.)

[Endorsed]: Presented in open court and filed Apr. 27, 1915. W. B. Maling, Clerk. By Lyle S. Morris, Deputy Clerk. [22]

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*In the District Court for the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**Notice of Filing Report on Appraisement.**

To Eliza A. Early, and to W. Ernest Dickson, Her Proctor:

PLEASE TAKE NOTICE that we have caused to be filed in open court this 27th day of April, 1915,

the report of Commissioner Francis Krull, appraising the value of the interest of petitioners herein on the steam vessel "Antelope," as well as the value of the freight pending at the termination of its voyage, referred to more particularly in the petition for limitation of liability herein.

Dated San Francisco, Cal., this 27th day of April, 1915.

CLARENCE COONAN,  
Proctor for Petitioners. [23]

State of California,  
County of Humboldt,—ss.

L. E. Mahan, being first duly sworn, deposes and says: I am and was at all times herein mentioned a male citizen of the United States, and a resident of the County of Humboldt, State of California, over the age of twenty-one years; that on the 29th day of April, 1915, in the City of Eureka, County of Humboldt, State of California, I personally served a true copy of the within and annexed NOTICE OF FILING REPORT OF COMMISSIONER, on W. Ernest Dickson, Proctor for Eliza A. Early, named in said notice, and personally known to me to be the person named therein, by then and there delivering to said W. Ernest Dickson personally, at said time and place a copy of said Notice of Filing Report on Appraisement.

L. E. MAHAN.

Subscribed and sworn to before me this 29th day of April, 1915.

[Seal] J. P. MAHAN,  
Notary Public in and for the County of Humboldt,  
State of California.

Service of the within Notice of Filing Report of Commissioner is hereby admitted this 29th day of April, 1915.

W. ERNEST DICKSON,  
Proctor for Eliza A. Early.

[Endorsed]: Filed May 5, 1915. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [24]

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At a stated term of the District Court of the United States of America for the Northern District of California, First Division, held at the court-room thereof, in the city and county of San Francisco, on Wednesday, the 5th day of May, in the year of our Lord, one thousand nine hundred and fifteen. Present: The Honorable M. T. DOOLING, District Judge.

No. 15,794.

In the Matter of the Petition for Limitation of Liability of the Steam Vessel "ANTELOPE," etc.

**(Minutes—Order Approving Report of Commissioner, etc.)**

On motion of Clarence Coonan, Esq., proctor for petitioners herein, and after considering the records herein, the Court ordered that the report of the United States Commissioner filed herein on April 27th, 1915, as to the appraisement of petitioners' interests herein and the freight pending at the termination of voyage in question be, and the same is hereby, approved. Further ordered that petition-



ers herein file an undertaking (bond) with good and sufficient surety in the sum of \$8,005, with interest thereon from the 15th day of September, 1914, conditioned for the payment unto this court by said petitioners of the value of said steam vessel "Antelope," etc., as fixed by said report of Commissioner, whenever the same be ordered by this Court. [25]

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*In the District Court of the United States for the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**Order Approving Report of Commissioner Appraising Value of Interests of Petitioners in Steam Vessel "Antelope."**

It appearing to this Court that the Coggeshall Launch Company, a corporation, and Hammond Lumber Company, a corporation, petitioners herein, filed in this court, on the 19th day of March, 1915, their petition for limitation of liability, wherein, among other things, they prayed that an order be entered appraising the value of the interests of petitioners in the steam vessel "Antelope," its boilers, engines, boats, tackle, apparel, furniture and appurtenances, as the same were immediately after the close of its six o'clock voyage from the town of

Samoa to the city of Eureka, on the 15th day of January, 1915, for the loss, or losses, arising on that voyage, upon which limitation of liability was sought, together with any freight pending; and

It appearing that upon the 20th day of March, 1915, this Court entered an order referring the matter of said appraisement to the Honorable Francis Krull, United States Commissioner, for the purpose of making due appraisement of the interests of said petitioners in said steam vessel "Antelope," its boilers, engines, boats, tackle, apparel, furniture and appurtenances, at the close of the voyage aforesaid, together with the amount of its freight pending; and.

It further appearing that on the 26th day of March, 1915, [26] due and regular notice was given by said Commissioner to Eliza A. Early, of the city of Eureka, State of California, notifying the said Eliza A. Early that said Commissioner would make appraisement of said steam vessel "Antelope," its engines, boilers, boats, tackle, apparel and appurtenances, together with its freight pending, at the close of that voyage hereinabove mentioned, and also set forth in the petition for limitation of liability, at the office of the said United States Commissioner, in the Postoffice Building, city of San Francisco, State of California, on Tuesday, the 6th day of April, 1915, at the hour of 2 o'clock P. M., pursuant to an order entered in the above-entitled court, a copy of which order was attached to said notice; and

It further appearing that a hearing was had be-



fore said Commissioner at the aforesaid time and place, pursuant to said notice, at which hearing petitioners appeared by Clarence Coonan, Esq., and the claimant herein, Eliza A. Early, failed to make an appearance, and that testimony was taken by said Commissioner, and that thereafter said hearing was continued from time to time until the 10th day of April, 1915, at 11 o'clock A. M. of said day, on which date the taking of testimony in the matter of said appraisement was concluded; and

It further appearing that there was filed in open court on the 27th day of April, 1915, the report of Commissioner Francis Krull, appraising the value of the interests of said petitioners in the steam vessel "Antelope," its boilers, engines, boats, tackle, apparel and furniture, and appurtenances, at the sum of Eight thousand (\$8,000) Dollars, and further finding that the freight pending at the termination of the voyage hereinabove referred to was in the sum of Five Dollars (\$5); and

It further appearing that due notice of the filing of the report of said Commissioner was given said claimant, Eliza A. Early, on the 29th day of April, 1915; and [27]

It further appearing that more than four (4) days have elapsed, within which time, under the rules of this Court, exceptions to the report of the Commissioner may be filed, and that no exceptions have been filed; and

The Court being fully advised in the premises,—

NOW, THEREFORE, IT IS HEREBY ORDERED that the report of the Honorable Francis

Krull, United States Commissioner, heretofore filed herein, on the 27th day of April, 1915, appraising the value of the interests of the Coggeshall Launch Company and Hammond Lumber Company, petitioners herein, in the steam vessel "Antelope," her boilers, engines, boats, tackle, apparel, furniture, and appurtenances, at the sum of Eight Thousand Dollars (\$8,000), at the termination of the voyage more particularly set forth above, be, and the same is hereby approved; and

BE IT FURTHER ORDERED that the report of said Commissioner, hitherto filed herein, on the 27th day of April, 1915, finding that there was freight pending at the termination of that voyage more particularly set forth above, in the sum of Five Dollars (\$5), be, and the same is hereby approved; and

BE IT FURTHER ORDERED that the said petitioners file with this Court an undertaking, with good and sufficient surety, in the sum of Eight thousand and Five Dollars (\$8,005), with interest thereon from the 15th day of September, 1915, conditioned for the payment into this court, by said petitioners, of the value of the said steam vessel "Antelope," as fixed by the report of the appraiser, heretofore filed and approved herein, whenever the same may be ordered by this Court.

Entered this 5 day of May, 1915.

M. T. DOOLING,  
Judge.

[Endorsed]: Filed May 5, 1915. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [28]

At a stated term of the District Court of the United States of America for the Northern District of California, First Division, held at the court-room thereof, in the city and county of San Francisco, on Thursday, the 24th day of June, in the year of our Lord one thousand nine hundred and fifteen. Present: The Honorable M. T. DOOLING, District Judge.

No. 15,794.

In the Matter of the Petition to Limit the Liability of the Owners of the Steam Vessel "ANTELOPE," etc.

**(Minutes—Order for Monition to Issue.)**

In this matter after considering the records herein, the Court ordered that a monition issue out of this court against all persons claiming damages occurring or arising upon a certain voyage of the Steam Vessel "Antelope," referred to in the petition filed herein, citing them to appear before United States Commissioner Francis Krull and make due proof of their respective claims, at or before a certain date to be named in said monition, not later than three months from the issuing of the same, and also citing them to appear and answer herein. Further ordered that public notice of the issuance of said monition be given by publication in the daily newspaper, "Humboldt Times," published in Eureka, county of Humboldt, once a week until the return date fixed in said monition. Further ordered that public notice of the issuance of



said monition be given in said cause by the posting of copies of said monition in three public places in the city of Eureka, county of Humboldt, California, and that service of said monition be made upon Eliza A. Early, claimant, by serving a copy thereof upon Eliza A. Early, at Eureka, State of California.  
[29]

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*In the United States District Court, in and for the  
Northern District of California, First Division.*

### IN ADMIRALTY.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel  
“ANTELOPE,” for Limitation of Liability.

#### **Order for Issuance of Monition.**

It appearing to this Court that Coggeshall Launch Company, a corporation, and Hammond Lumber Company, a corporation, petitioners herein, filed in this court on the 19th day of March, 1915, their petition for limitation of liability; and

It further appearing that due appraisement under oath of this court has been made by the Honorable Francis Krull, appraising the value of the interests of said petitioners in the steam vessel “Antelope,” its boilers, engines, boats, tackle, apparel, furniture, and appurtenances, in the sum of Eight Thousand Dollars (\$8,000), and its freight pending in the sum of Five Dollars (\$5), at the close of its



voyage mentioned in the petition on file herein; and

It further appearing that the report of said Commissioner was filed in this court on the 27th day of April, 1915, and was thereafter approved by this Court on the 5th day of May, 1915; and

It further appearing that stipulations duly approved by this Court have been filed herein on the 24th day of June, 1915, conditioned that the petitioners herein will pay into this court, whenever the same may be ordered, either by this court or by the Appellate Court, in the event that an appeal intervenes, the aforesaid appraised value of the interests of said petitioners in said steam vessel "Antelope" and its freight pending, as the same were immediately after the closing of its voyage mentioned in said petition, together with interest thereon from the 15th day of [30] January, 1915; and

It further appearing that prayer is made in the petition herein for the issuance of a monition against Eliza A. Early, and all other persons claiming damages of said petitioners by reason of injuries to persons or to property occurring or arising upon the aforesaid voyage of the steam vessel "Antelope," or resulting from the loss upon the said voyage of the life of eGorge D. Early, citing them, and each of them, to appear before this court, and there make due proof of their respective claims.

And the court being fully advised in the premises,—

NOW, THEREFORE, IT IS HEREBY ORDERED that a monition issue out of this court against all persons claiming damages by reason of

injuries to persons or to property occurring or arising upon that certain voyage of the steam vessel "Antelope," leaving the port at the town of Samoa, State of California, at six o'clock P. M., or thereabouts, on the 15th day of January, 1915, citing them to appear before the Honorable Francis Krull, United States Commissioner, and make due proof of their respective claims, at or before a certain date to be named in said writ, not less than three months from the issuing of the same, and also citing them to appear and answer in said cause; and be it

FURTHER ORDERED that public notice of the issuance of said monition be given by publication in the daily newspaper, "Humboldt Times," published in Eureka, county of Humboldt, once a week until the return date fixed in said monition, which shall be not less than three (3) months after the first publication thereof; and be it

FURTHER ORDERED that public notice of the issuance of said monition be also given in said cause by the posting of copies of said monition in three public places in the city of Eureka, county of Humboldt; and be it [31]

FURTHER ORDERED that service of said monition be made upon Eliza A. Early, claimant, by serving a copy thereof upon Eliza A. Early, city of Eureka, State of California.

Entered this 24th day of June, 1915.

M. T. DOOLING,  
Judge.

[Endorsed]: Filed Jun. 24, 1915. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [32]

**(Affidavit of Publication of Monition.)**

(Printed copy of Monition is attached hereto on the original.)

State of California,

County of Humboldt,—ss.

Rose M. Spahr, being first duly sworn, deposes and says: That at all times hereinafter mentioned she was a citizen of the United States, over the age of eighteen years, and a resident of said county, and was at and during all said times the principal clerk of the printer and publisher of “The Humboldt Times,” a newspaper of general circulation printed and published daily in the city of Eureka, in said county of Humboldt, State of California; that said daily “Humboldt Times” is and was at all times herein mentioned a newspaper of general circulation as that term is defined by Section 4460 of the Political Code, and, as provided by said section, is published for the dissemination of local and telegraphic news and intelligence of a general character, having a bona fide subscription list of paying subscribers, and is not devoted to the interests, or published for the entertainment and instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professions, trades, callings, races or denominations; that at all said times said newspaper has been established, printed and published in the said city of Eureka in said county and state at regular intervals for more than one year preceding the first publication of the notice herein



mentioned; that said notice was set in type not smaller than nonpareil and was preceded with words printed in black face type not smaller than nonpareil, describing and expressing in general terms, the purport and character of the notice to be given; that the Monition of which the annexed is a printed copy, was published and printed in said newspaper at least once a week for seven weeks, as follows: [33] July 1st, July 9th, July 16th, July 23d, July 30th, Aug. 6th, Aug. 13th, 1915.

ROSE M. SPAHR.

Subscribed and sworn to before me this 2d day of April, 1917.

[Seal] CHARLES H. DAVIS,  
Notary Public in and for Humboldt County, California. [34]

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*In the United States District Court, in and for the  
Northern District of California, First Division.*

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY a  
Corporation, Owners of the Steam Vessel  
“ANTELOPE” for Limitation of Liability.

**Return (on Service of Monition).**

I HEREBY CERTIFY AND RETURN: That I was a Deputy United States Marshall in and for the Northern District of California, during all of the times herein mentioned; that as commanded by the Monition issued on the 28th day of June 1915, under order and seal of said Court I cited all cor-



porations and persons claiming damages for loss, damage or injury occurring and arising upon the voyage of the steam vessel "Antelope" leaving Samoa on Humboldt Bay, California, at six o'clock P. M., or thereabouts on the 15th day of January, 1915, to appear before the above-entitled court and make due proof of their respective claims before Hon. Francis Krull, a United States Commissioner at his office in the United States Court and Postoffice Building in the city and county of San Francisco, State of California, on or before the 15th day of October 1915 at 10:30 o'clock in the forenoon by giving public notice of said monition by posting certified copies thereof in three public places in the city of Eureka, county of Humboldt, State of California, to wit, one at a bulletin-board situated on the north side of Second Street between "G" and "H" Streets, one at the City Hall on the west side of "G" Street between Third and Fourth Streets and one at the courthouse at Fifth between "I" and "J" Streets and by causing a copy of said monition to be published once a week from the 1st day of July 1915 until the 13th day of [35] August 1915 in the "Humboldt Times," a newspaper of general circulation printed and published daily in the city of Eureka, county of Humboldt, State of California, as shown by the affidavit of the Times Publishing Company, printers and publishers of said newspapers, which affidavit of publication is hereby made a part of this return. I further certify that I particularly cited Eliza A. Early, claiming damages for the loss of life of George D. Early upon said voyage

of said steam vessel "Antelope" by handing a certified copy of said Monition to and leaving the same with said Eliza A. Early at her residence, to wit: No. 725 Tenth Street, in the city of Eureka, on the 30th day of June, 1915.

E. J. PURCELL.

United States of America,  
Northern District of California,—ss.

E. J. Purcell, being first duly sworn, deposes and says: That he has read the foregoing return and knows the contents thereof; that he knows the same to be true of his own knowledge except as to the matters stated therein on information and belief and as to those matters he believes it to be true.

E. J. PURCELL.

Subscribed and sworn to before me this 5th day of April, 1917.

[Seal]

IRWIN T. QUINN,

United States Commissioner at Eureka, Northern  
District of California. [36]

**Publisher's Affidavit (as to Monition).**

State of California,  
County of Humboldt,—ss.

Before me, the undersigned, a notary public, this day personally came J. H. Crothers, who, being first duly sworn, according to law, says that he is the editor of "The Humboldt Times," a daily newspaper published at Eureka, in said county and state, and that the publication, of which the annexed is a true copy, was published in said paper on the first day of July, 1915, and once each week thereafter for

fifteen consecutive weeks and that the rate charged therefor is not in excess of the commercial rates charged private individuals, with the usual discounts.

J. H. CROTHERS.

Subscribed and sworn to before me this 19th day of October, 1915.

[Seal]

ODEN E. FRIEND,

Notary Public in and for the County of Humboldt,  
State of California.

(Printed publication for Monition attached hereto.) [37]

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*In the United States District Court, in and for the  
Northern District of California, First Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a  
Corporation, Owners of the Steam Vessel  
“ANTELOPE” for a Limitation of Liability.

**Monition.**

The President of the United States of America to  
the Marshal of the United States, in and for  
the Northern District of California, GREET-  
ING:

WHEREAS, a libel and petition were filed in the  
District Court of the United States in and for the  
Northern District of California, First Division, on  
the 19th day of March, 1915, by the Coggeshall  
Launch Company, a corporation, and Hammond



Lumber Company, a corporation, as the owners of the steam vessel "Antelope," praying for a limitation of their liability concerning the loss, damage or injury occasioned by the drowning of George D. Early, now deceased, while a passenger on the said steam vessel "Antelope," en route, on the 15th day of January, 1915, from the town of Samoa, county of Humboldt, State of California, to the city of Eureka, county of Humboldt, State of California, for the reasons and causes in said petition mentioned, and praying that a monition of the said court in that behalf be issued and that all persons claiming damages for the said death of George D. Early, now deceased, or for any other loss, damage or injury, may be thereby cited to appear before the said court and make due proof of their respective claims, and all proceedings being had, if it shall appear [38] that the said petitioners are not liable for any such loss, damage or injury, it may be so finally decreed by this court, and

WHEREAS, the value of the interest of said petitioners in the said steam vessel "Antelope," its boilers, engines, boats, tackle, apparel, furniture and appurtenances, has been appraised at the sum of Eight Thousand and Five (\$8,005) Dollars, and

WHEREAS, the above-entitled court has ordered that a monition issue against all persons claiming damages by reason of injuries to persons or property occurring or arising upon that certain voyage of the steam vessel "Antelope," leaving the port at the town of Samoa, State of California, at six o'clock P. M., or thereabouts, on the said 15th day of Jan-



uary, 1915, citing them to appear and make due proof of their respective claims, .

YOU ARE THEREFORE COMMANDED to cite all persons claiming damages by reason of injuries to persons or to property occurring or arising upon that certain voyage of the steam vessel "Antelope," leaving the port at the town of Samoa, State of California, at six o'clock P. M., or thereabouts, on the said 15th day of January, 1915, to appear before said court and to make due proof of their respective claims before the Hon. Francis Krull, a United States Commissioner, at his office in the United States Court and Postoffice Building, in the city and county of San Francisco, State of California, on or before the 15th day of October, 1915, at 10:30 o'clock in the forenoon, and

YOU ARE ALSO COMMANDED to cite such claimants to appear and answer the allegations of the petition herein on or before said [39] last-named date, or within such further time as the above-entitled court may grant, and to have and receive such further relief as may be due.

What you have done in the premises, do you then make return to this court, together with this writ.

WITNESS the Honorable M. T. DOOLING, Judge of the United States District Court in and for the Northern District of California, First Division, this 28th day of June, 1915, and of our Independence the year one hundred and forty.

[Seal]

W. B. MALING,

Clerk.

By C. W. Calbreath,

Deputy Clerk.

[Endorsed]: Filed Apr. 9, 1917. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [40]

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*In the United States District Court, in and for the  
Northern District of California, First Division.*

No. 15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a  
Corporation, Owners of the Steam Vessel  
“ANTELOPE” for a Limitation of Liability.

**Application for Restraining Order.**

State of California,

City and County of San Francisco,—ss.

Nat Schmulowitz, being first duly sworn, deposes and says:

That he has been requested by Mr. Clarence Coonan, the attorney for the petitioners in the above-entitled proceeding, to make an application for a restraining order in the above-entitled matter.

Affiant is informed and believes and therefore alleges the fact to be that Eliza A. Early and her attorney are threatening to proceed with the prosecution of that certain action heretofore filed in the Superior Court of the State of California in and for the county of Humboldt, and numbered upon the records of said court as No. 7173, in which said action the said Eliza A. Early is the plaintiff, and the Coggeshall Launch Company and Hammond Lumber Company, defendants.

WHEREFORE affiant prays that in accordance with the admiralty rules of the above-entitled court and in accordance with the statutes in such cases made and provided that an order be issued by the above-entitled court restraining the said Eliza A, Early and her attorney, W. Ernest Dickson, Esq., and any other [41] persons acting under authority or instructions from or through them, from further prosecuting the said action hereinabove referred to.

NAT SCHMULOWITZ.

Subscribed and sworn to before me this 28th day of June, 1915.

[Seal]                      NETTIE HAMILTON,  
Notary Public in and for the City and County of  
San Francisco, State of California.

[Endorsed]: Filed Jun. 28, 1915. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk.

[42]

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At a stated term of the District Court of the United States of America for the Northern District of California, First Division, held at the courtroom thereof, in the city and county of San Francisco, on Monday, the 28th day of June, in the year of our Lord, one thousand nine hundred and fifteen. Present: The Honorable



WM. H. SAWTELLE, District Judge for the District of Arizona, designated to hold and holding this Court.

No. 15,794.

In the Matter of the Limitation of the Liability of the Stm. Vessel "ANTELOPE," etc.

**(Minutes—Restraining Order.)**

In this cause the Court ordered that until further order of this Court, each and every person, corporation, et al., having any damages against steam vessel "Antelope" or against the Coggeshall Launch Company, a corporation, et al., for any loss, damage or injury arising upon a certain voyage of the said vessel "Antelope," as is more fully set forth in the libel herein, be, and they are hereby, enjoined and restrained from beginning or prosecuting any suit or suits against the said vessel "Antelope" or against the said Coggeshall Launch Company, etc., and further ordered, after considering application therefor, that Eliza A. Early, her agents, etc., be, and they are hereby, enjoined and restrained from further prosecution of that certain action heretofore filed in the Superior Court of the State of California in and for the County of Humboldt, and numbered upon the records of said court as No. 7173, in which said action the said Eliza A. Early is the plaintiff and the Coggeshall Launch Company and Hammond Lumber Company, defendants, wherein recovery is sought for damages by reason of the death of one George D. Early. [43]



*In the United States District Court, in and for the  
Northern District of California, First Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Cor-  
poration, Owners of the Steam Vessel  
“ANTELOPE,” for a Limitation of Liability.

**Restraining Order.**

It appearing to this Court that the Coggeshall Launch Company, a corporation, and the Hammond Lumber Company, a corporation, owners of the steam vessel “Antelope” petitioners herein, filed in this court on the 19th day of March, 1915, their petition for limitation of liability.

And it further appearing that due appraisement under the order of this Court has been made by the Honorable Francis Krull, appraising the value of the interests of said petitioners in the steam vessel “Antelope,” its boilers, engines, boats, tackle, apparel, furniture and appurtenances, in the sum of Eight Thousand (\$8,000) Dollars, and its freight pending in the sum of Five (\$5.00) Dollars, at the close of its voyage mentioned in the petition on file herein.

And it further appearing that the report of said Commissioner was filed in the above-entitled court on the 27th day of April, 1915, and was thereafter approved by this Court on the 5th day of May, 1915,

And it further appearing that there was filed with this court by the petitioners herein on the 24th day [44] of June, 1915, a stipulation with the petitioners herein as principals and the Fidelity and Deposit Company of Maryland as surety, approved by the above-entitled court, wherein it is conditioned that the petitioners herein will pay into this court whenever the same may be ordered either by this Court or by an appellate court, in the event that an appeal intervenes, the aforesaid appraised value of the interests of said petitioners in the said steam vessel "Antelope," its boilers, engines, boats, tackle, apparel, furniture and appurtenances, to wit, the sum of Eight Thousand and Five (\$8,005) Dollars, together with interest thereon from the 15th day of January, 1915,

And it further appearing from the petition on file herein that Eliza A. Early of the city of Eureka, county of Humboldt, State of California, has heretofore commenced and is maintaining an action against the petitioners herein, in the Superior Court of the State of California, in and for the county of Humboldt, wherein a recovery of damages is sought by reason of alleged injuries to one George D. Early, now deceased, occurring or arising upon that certain voyage of the said steam vessel "Antelope," leaving the port at the town of Samoa, State of California, at six o'clock P. M., or thereabouts, on the 15th day of January, 1915.

And it further appearing that prayer is made in said petition for an order restraining the said Eliza A. Early, her agents, representatives and attorneys

from further prosecuting the aforesaid action, as well as all other persons from prosecuting any suits against the petitioners herein, or against the said steam vessel "Antelope" save [45] in this court, in respect to any injuries to persons or to property occurring or arising upon the said voyage of the steam vessel "Antelope" leaving the port at the town of Samoa, State of California, at six o'clock P. M., or thereabouts, on the 15th day of January, 1915, and the Court being fully advised in the premises,—

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that until the further order of this Court, each and every person or persons, corporation or corporations, having or claiming to have any demands against the said steam vessel "Antelope," or against the Coggeshall Launch Company, a corporation, and the Hammond Lumber Company, a corporation, or either of them, petitioners herein, for any loss, damage, or injury caused by or arising upon that certain voyage of the steam vessel "Antelope" leaving the port at the town of Samoa, State of California, at six o'clock P. M., or thereabouts, on the 15th day of January, 1915, as set forth in the petition herein, be, and they are hereby, enjoined and restrained from beginning, prosecuting or maintaining any suit or suits against the said steam vessel "Antelope," or against the said Coggeshall Launch Company and the Hammond Lumber Company, or either of them, petitioners herein, except in this proceeding, and



IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Eliza A. Early, her agents, representatives and attorneys be, and each of them are hereby enjoined and restrained from further prosecuting in the Superior Court of the State of California, in and for the county of Humboldt, that [46] certain action heretofore commenced by the said Eliza A. Early against the said Coggeshall Launch Company, a corporation, and the Hammond Lumber Company, a corporation, petitioners herein, wherein recovery is sought for damages alleged to have been suffered by reason of injuries, and in particular by reason of the death of one George D. Early, now deceased, occurring or arising upon that certain voyage of the steam vessel "Antelope" leaving the port at the town of Samoa, State of California, at six o'clock P. M., or thereabouts, on the 15th day of January, 1915.

Entered this 28 day of June, 1915.

WM. H. SAWTELLE,

Judge.

[Endorsed]: Filed Jun. 28, 1915. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [47]

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*In the United States District Court for the Northern  
District of California, First Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY (a Corporation), and HAMMOND LUMBER COMPANY (a Corporation), Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**Answer of Eliza A. Early to Petition for Limitation  
of Liability.**

To the Hon. MAURICE T. DOOLING, Judge of the  
United States District Court for the Northern  
District of California, Sitting in Admiralty:

The answer of Eliza A. Early to the petition of  
the Coggeshall Launch Company (a Corporation),  
and the Hammond Lumber Company (a Corpora-  
tion), for limitation of liability, respectfully denies,  
admits and alleges, as follows:

I.

Admits the allegations of Article I of said peti-  
tion.

II.

Admits the allegations of Article II of said peti-  
tion.

III.

Admits the allegations of Article III of said peti-  
tion.

IV.

Admits the allegations of Article IV of said peti-  
tion.

V.

As to the allegations in Article V of said petition,  
alleging that the operation of the steam vessel  
“Antelope” was without participation of any char-  
acter by the Hammond Lumber [48] Company,  
and that on the 15th day of January, 1915, said  
steamer “Antelope” departed from Samoa to  
Eureka in accordance with a regular schedule, this  
claimant has no knowledge, wherefore she calls for

proof of all of said allegations, if the same be pertinent.

Referring to the allegations in Article V, relative to a doorway on the lower deck of said steamer "Antelope," denies that when said doorway is not being used for the purpose of loading or discharging freight, it is, and was closed by a heavy sliding door, but in that behalf avers that said door ought at such times to have been closed for the protection of passengers but as a matter of fact up to the 15th day of January, 1915, and for a long time prior thereto, it was the fixed habit and custom of the petitioners herein to carelessly and negligently permit said door to remain open, and being so open when said vessel was on her voyage there was nothing to prevent passengers from falling through said open doorway into the waters of Humboldt Bay, unless as was their fixed custom, petitioners placed across said doorway a heavy bar. That it was the custom of petitioners to place said bar across said doorway whether the door was open or closed, and because of the fact that said bar was usually in place and said door was usually open while said steamer was on her voyage, the regular passengers came to rely upon said bar as their protection from falling into the waters of Humboldt Bay.

Denies that on the voyage above mentioned said doorway was closed by drawing the sliding door to; denies that said George D. Early, either by himself or in company with others or at all shoved back said door; denies that on the occasion of this particular voyage the bar above referred to was not in place



because said door was closed, but in that behalf avers that said bar was left down and said open doorway was left unprotected solely because of the negligence and carelessness and unlawful conduct [49] of petitioners and their employees, and further avers:

That petitioners are common carriers and as such are engaged in the business of transporting passengers for hire by boat between Samoa and Eureka on Humboldt Bay and operates in said business the steam vessel or ferry known as the "Antelope";

That on the 15th day of January, 1915, while a regular passenger on said "Antelope," with his fare for his passage paid thereon, and while said steamer was engaged in making one of its regular trips, said George D. Early fell from said steamer "Antelope" and was drowned in the waters of Humboldt Bay; that said drowning was caused by the negligence of petitioners in that they failed, refused and neglected to place a bar or other safeguard across the said open doorway above referred to, and that on this voyage on which said accident occurred petitioners were running and operating said ferry-boat with an insufficient crew, being one man short of the number required by the rules and regulations provided by the United States authorities; that the employee whose duty and custom it had always been to place said bar as a protection across said open doorway was not on said boat at this particular time and no one had been employed to fill his place;

That George D. Early had been for a long time prior to the 15th day of January, 1915, regular passenger on said boat going daily to and from his

work at Samoa to his home in Eureka, and had always been accustomed to see the aforementioned bar across said open doorway and relied upon its being in place for his protection; that on the evening of January 15th, 1915, on the voyage mentioned by petitioners, petitioners carelessly, negligently and unlawfully failed and neglected to place or have placed said bar in its accustomed position; and said George D. Early, deceased, relying upon its being there as usual, and relying upon the duty of petitioners as common carriers to place either said bar in its proper position or other proper protection, and by reason and because of there being [50] no proper protection for passengers, and not because of his own negligence, said George D. Early fell through said open doorway into the waters of Humboldt Bay and was drowned.

#### VI.

Admits the allegations of Article VI.

#### VII.

Admits the allegations of Article VII relative to the business, condition and location of said steamer "Antelope" but denies that said vessel was properly manned, or properly officered or properly equipped for the business in which it was engaged or for the voyage on which said accident occurred, but in that behalf avers: Relative to incompetency of captain, insufficient equipment boat, etc., one man short.

#### VIII.

Denies that the drowning of George D. Early done, occasioned and incurred on said voyage of said steam vessel "Antelope" was done, occasioned and in-

curred without the consent or privity or knowledge or design or neglect of the petitioners or either of them, or of their or either of their directors, officers or servants, or of the said steamer "Antelope," but in that behalf avers that said drowning of the said George D. Early was occasioned by the neglect of petitioners herein, and their officers, servants and employees.

### IX.

That on or about the 3d day of February, 1915, in the Superior Court of the State of California in and for the county of Humboldt, Eliza A. Early, mother of said George D. Early, commenced an action against the petitioners herein, for the loss of the life of said George D. Early, and on the 23 day of June, 1915, an amended complaint was filed in said action wherein and whereby the sum of \$7,500 was sought to be recovered in said action. That said amount is less than the value of the said steamer "Antelope," and that said cause is in all respects the same as that [51] set forth in the claim of this claimant on file herein: That said claim is the only claim filed in this proceeding.

That said action commenced in said State court is an action commenced under the provisions of a special statute, to wit: Section 376 of the Code of Civil Procedure of the State of California.

### X.

That petitioners are not entitled to have the liability of them or either of them limited:

WHEREFORE YOUR CLAIMANT PRAYS, that petitioners take nothing by its petition on file



herein, and that the same be dismissed, and that claimant be permitted to pursue her said suit in the Superior Court of California; AND FURTHER PRAYS that in the event this Court holds that it has jurisdiction of the said petition for limitation of liability, that it deny the said limitation; and claimant further prays for her costs herein, and for such other relief as to the Court may seem meet in the premises.

GILLETTE & CUTLER, and  
W. ERNEST DICKSON,  
Proctors for Claimant.

United States of America,  
State of California,  
County of Humboldt,—ss.

Eliza A. Early, being first duly sworn, deposes and says:

That she is the claimant above mentioned. That she has read the foregoing answer and knows the contents thereof, and that the allegations of the same are and each thereof is to the best of her knowledge, information and belief true, as stated therein and there set forth.

ELIZA A. EARLY.

Subscribed and sworn to before me this 24th day of June, 1915.

[Seal] W. ERNEST DICKSON,  
Notary Public in and for the County of Humboldt,  
State of California. [52]

Receipt of the within Answer is hereby admitted this 16th day of July, 1915.

CLARENCE COONAN,  
Proctor for Petitioners.

[Endorsed]: Filed Jul. 19, 1915. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [53]

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*In the District Court of the United States, in and for the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**(Order Denying Motion to Dissolve Restraining Order.)**

CLARENCE COONAN, Esq., Proctor for Petitioners.

W. ERNEST DICKSON, Esq., and GILLETT & CUTLER, Proctors for Eliza A. Early, etc.

On March 19th, 1915, the owners of the steam vessel "Antelope" filed in this court their petition for limitation of liability for loss or damage occurring upon a voyage of said vessel which began at the town of Samoa on Humboldt Bay on January 15th, 1915, and particularly for limitation of liability for the death of one George D. Early, a passenger, who upon said voyage fell into the waters of Humboldt Bay and was drowned. The petition sets forth the necessary statutory averments as to the equipment and seaworthiness of the vessel and that all loss and damage occurred without the privity or knowledge

of the owners. It further avers that on February 3d, 1915, an action was commenced in the Superior Court of the county of Humboldt against the petitioners for damages in the sum of \$50,000 for the death of said George D. Early, and that the total [54] value of the vessel and freight pending would not exceed \$14,000. Upon appraisement duly had in this court the value of the vessel and freight pending was found to be \$8,005, and on June 24th, 1915, a stipulation was given for the amount thereof. On the same day a monition was duly issued, and an order made restraining the further prosecution of the action in the State court. On July 19th, 1915, an answer to the petition was filed by Eliza A. Early, mother of the deceased George D. Early, and the plaintiff in the action in the State court, which answer avers that on June 23d, 1915, an amended complaint was filed in the Superior Court of Humboldt County in the action then pending, and that the amount of damages claimed in the amended complaint for the death of George D. Early was \$7,500. A motion was thereafter made in this court for an order dissolving the restraining order theretofore made, on the ground that as there was but one claimant, and as the amount of the claim (\$7,500), was less than the appraised value of the vessel (\$8,005), there was no occasion for any further restraint in the prosecution of the action in the State court. In support of this motion the case of the "Dauntless," 212 Fed. 455, is cited. In that case this Court said: "The statute providing for limitation of liability is designed for the protection of the ship-owner, and



the object of proceedings thereunder is to afford such protection by preventing recoveries in excess of the value of the vessel and freight pending, and distributing such value in proper proportions where there are more claimants than one. Where there is but one claimant, however, and his claim is for much less than [55] the amount to which the liability of the ship-owner may be properly limited, there is neither danger of recovery above such amount, nor necessity for distribution among a number of claimants."

To these views I still adhere. But in that case the Court was speaking of conditions as they existed at the time of the filing of the petition for limitation of liability. There was no claim made at any time for an amount in excess of the value of the tugs therein involved. In the present case the action in the State court was for over six times the value of the vessel, and it was only when such value had been fixed at \$8,005 by appraisement in this court, that claimant reduced the amount claimed by her in the State court to less than this value. This reduction was made, in my opinion, solely for the purpose of ousting this Court of jurisdiction. This may not be done. When the Court has properly acquired jurisdiction based upon facts existing at the time of the filing of the petition for liability, the petitioners are entitled to have tried here both the question as to the extent of their liability and the question as to whether they are liable at all. The jurisdiction of the Court to try the latter question cannot be disturbed by a reduction of the amount claimed, so long

as any amount whatever is claimed. The motion to dissolve the restraining order will therefore be denied.

November 19th, 1915.

M. T. DOOLING,  
Judge.

[Endorsed]: Filed Nov. 19, 1915. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [56]

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At a Special Session of a stated term of the District Court of the United States of America, for the Northern District of California, to wit, the March, 1916, term thereof, held at the courtroom of said Court, in the United States Postoffice and Courthouse Building, in the city of Eureka, county of Humboldt, State of California, on Thursday, the 6th day of July, 1916, at 10 o'clock A. M., held pursuant to statute and order of Court, heretofore entered upon the Minutes thereof at San Francisco, on July 1st, 1916. Present: MAURICE T. DOOLING, District Judge.

No. 15,794.

In the Matter of the Petition to Limit the Liability of the Owners of the Steam Vessel "ANTE-LOPE," etc.

**(Minutes of Trial.)**

This cause came on regularly this day for hearing of the issues herein. Clarence Coonan, Esq., was present as proctor for and on behalf of petitioners.

W. Ernest Dickson, Esq., was present as proctor for and on behalf of claimants. Proctors for respective parties then made statements as to the nature of this cause. Mr. Coonan then called Walter Coggeshall and G. W. Fenwick, each of whom were duly sworn on behalf of petitioners and examined, and introduced in evidence certain exhibit, which was filed and marked Petitioners' Exhibit One (Complaint Superior Court, etc.). Mr. Dickson then called Eliza A. Early, William Early, James P. Foley, Alva Moss, Joseph H. Whelihan, Otto Johnson, Emmet Whelihan and Frank H. Wilkinson, each of whom was duly sworn on behalf of claimants and examined, and introduced in evidence certain exhibits, on behalf of said claimants, which were filed and marked Claimants' Exhibits "A" (Certificate of Inspection), and "B" (tickets).

Thereupon, the hour of adjournment having arrived, the Court ordered that the further hearing of this cause, be, and the same is hereby continued until Friday, July 7th, 1916, at 10 o'clock A. M.

[57]

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At a Special Session of a stated term of the District Court of the United States of America, for the Northern District of California, to wit, the March, 1916, term thereof, held at the courtroom of said court, in the United States Post-office and Courthouse Building, in the city of Eureka, county of Humboldt, State of California, on Friday, the 7th day of July, 1916, at 10



o'clock A. M., held pursuant to statute and order of Court, heretofore entered upon the Minutes thereof at San Francisco, on July 1st, 1916. Present: The Honorable MAURICE T. DOOLING, District Judge.

No. 15,794.

In the Matter of the Petition to Limit the Liability of the Owners of the Steam Vessel "ANTELOPE," etc.

**(Minutes of Trial.)**

The hearing of the issues herein was this day resumed. Clarence Coonan, Esq., was present as proctor for and on behalf of petitioners. W. Ernest Dickson, Esq., was present as proctor for and on behalf of claimants. Mr. Coonan called James Mason, E. J. Weber, Nick Mustur, John R. Jacobson, Charles H. Smith, Bernard Kelly and Andrew Knudsen, each of whom were duly sworn on behalf of petitioners and examined, and recalled Walter Coggeshall, who was further examined, and thereupon rested cause on behalf of petitioners. Mr. Dickson recalled William Early, Joseph H. Whelihan, Emmet Whelihan and Alva Moss, who was further examined on behalf of claimants, in rebuttal. After hearing proctors for respective parties, the Court ordered that this cause be submitted on briefs to be filed in twenty, thirty and ten days. [58]

*In the United States District Court for the Northern  
District of California, First Division, Sitting at  
Eureka, California.*

No. 15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Cor-  
poration, Owners of the Steam Vessel "AN-  
TELOPE," for Limitation of Liability.

**(Testimony Taken in Open Court.)**

Tuesday, July 6th, 1916.

COUNSEL APPEARING:

For the Petitioner: CLARENCE COONAN, Esq.,  
and H. L. RICKS, Esq.

For the Claimant: W. ERNEST DICKSON, Esq.

Mr. COONAN.—If your Honor please, this is a petition for limitation of liability filed by the Coggeshall Launch Company and the Hammond Lumber Company, owners of the steam vessel "Antelope"; this matter has come up before your Honor already on motion to dissolve the restraining order. I do not know whether your Honor cares to have me read the pleadings at this time or not.

The COURT.—I have some recollection of the case, but not very clear.

Mr. COONAN.—I will read them. (Reads the petition.) Do you desire me to read the answer?

The COURT.—I have read the answer.

Mr. DICKSON.—I renew my objection to the

granting of the petition on the same grounds under the authority cited to your Honor heretofore when the motion was up before you to dissolve the restraining order, and we wish to renew our objection.

The COURT.—The objection is overruled.

[59]

**Testimony of Walter Coggeshall, for Petitioners.**

WALTER COGGESHALL, called for the petitioners, sworn.

Mr. COONAN.—Q. What is your name?

A. Walter Coggeshall.

Q. Have you any connection with the Coggeshall Launch Company, the petitioners in this case?

A. Yes, sir; I am its president and manager.

Q. Is the Coggeshall Launch Company a corporation? A. Yes, sir.

Q. On January 15, 1915, was the Coggeshall Launch Company the owner of the steam vessel "Antelope"? A. It was.

Q. Was it the sole owner of the steam vessel "Antelope"?

A. I bought the steamer "Antelope" on contract, on conditional payments, but we had possession of the ship and we considered that we were the owners.

Q. With whom did you have this contract?

A. With the Hammond Lumber Company.

Q. Under the terms of this contract did you enjoy the possession of this boat? A. Yes, sir.

Q. Did you operate this boat? A. Yes, sir.

Q. Did the Hammond Lumber Company take any part in the operation of this boat?



(Testimony of Walter Coggeshall.)

A. None at all.

Q. Did they have access to this boat whatsoever, except under the terms of that agreement.

A. None.

Q. You furnished the crew for this boat?

A. Yes, sir.

Q. And supplied the supplies when they were necessary? A. Yes, sir.

Q. Prior to the filing of this petition in the Admiralty Court was a claim made upon you by Eliza A. Early? A. Yes, sir.

Q. What was the subject matter of the claim?

A. A demand for \$50,000 to atone for the death of George D. Early.

Q. Is that a copy of the claim that was served upon you (showing)? A. Yes, sir; I think it is.  
[60]

Q. In what form was the claim?

A. In the form of a summons.

Q. Was it not in the form of a complaint, the original of which has been filed in the Superior Court of the State of California? A. Yes, sir.

The COURT.—I suppose it was the usual form of a summons accompanied with a copy of the complaint?

A. Yes, it was, your Honor.

Mr. COONAN.—I would like to introduce this in evidence as “Petitioners’ Exhibit 1” as the form of claim that was served upon the petitioners herein.

Q. Captain Coggeshall, you have heard read to

(Testimony of Walter Coggeshall.)

you have you not, the answer to the claim of Eliza A. Early?     A. Yes, sir.

Q. In that answer there is an allegation to the effect that upon the 15th day of January, 1915, in opposition and contrary to a custom upon the steamer "Antelope" a certain cargo door was left open and through this cargo door George D. Early fell into the waters of Humboldt Bay and was drowned. Now, if that cargo door was left open as alleged, did you have any knowledge of it on the 15th day of January, 1915?     A. I did not; no, sir.

Q. It is also alleged in the answer that it was customary for the steamer "Antelope" to place a bar across this opening, when the door was open, and also it is alleged that upon this particular occasion the bar was not so placed, and because of the fact that it was not so placed George Early fell through the open door and into the waters of Humboldt Bay. As a matter of fact, if that bar was not placed in accordance with the ordinary custom, did you have any knowledge of that fact?     A. No, sir.

Q. What is your position?

A. President and general manager of the company. [61]

Q. You look out for the operation of the boats that constitute the boats on that ferry system?

A. I do.

Q. Who was in control of that boat upon that day?     A. Captain Krohnkie.

Q. Did you tell Captain Krohnkie the duties of supervising that boat?

(Testimony of Walter Coggeshall.)

A. I had made him master of the boat.

Q. Your own business has been connected with boats for quite awhile, hasn't it?

A. All my life, 15 years on Humboldt Bay, operating steamers, tow-boats and launches.

Q. You have been connected with the maritime matters for a long while?      A. Yes, sir.

Q. How many years would you say?

A. Ever since I was a boy.

Q. From your knowledge of maritime matters, what were the duties of Captain Krohnie in regard to handling the steamer "Antelope"?

A. His duties were specifically laid down; he was master of the boat and had charge of the operation of that boat.

Q. And had control of the crew?

A. He hired the crew.

Q. He had control of the boat when it was on its daily trip?      A. Yes, sir.

Q. It is also alleged in this answer that the steamer "Antelope" on that day was operating with one man short of a full equipment and because of the lack of this man, this bar was not put in place. Did you have any knowledge on the 15th day of July, that the steamer "Antelope" was operating one man short, if she was?

A. At that time I had no knowledge of that fact.

Cross-examination.

Mr. DICKSON.—Q. Are you acquainted with the deck-hand who had been employed on the "Ante-



(Testimony of Walter Coggeshall.)

lope'' by the name of Nick?     A. Yes, sir.

Q. You knew that Nick for some time prior to the 15th of January had not been engaged in his usual place on that boat? [62]

A. I did not know it.

Q. You did not know that?     A. No, sir.

Q. Did you not know that Nick was sick and in the hospital?

A. I did not know it until after the accident. By way of explanation, I would say that the crew was absolutely under the captain and I have little knowledge of the crew.

Q. You simply delegate that all to the captain?

A. He is master of the boat and hires his crew and fires them.

Q. You say that you did not know at that time that Nick was not at his post of duty?     A. I did not.

Q. What is his other name?

A. Muster—M-u-s-t-e-r, I think it is spelled.

Q. How long had the "Antelope" been engaged in the business of carrying passengers across Humboldt Bay?

A. Ever since she was put in commission; I think it was four years prior to the accident that she was first put in commission.

Q. Had you been operating her for that length of time?

A. No, sir; I had been operating her since the 5th of July, 1911.

Q. Then from the 5th of July, 1911, up to and including the 15th of January, 1915, you were en-

(Testimony of Walter Coggeshall.)

gaged as a common carrier in transporting passengers between Samoa and Eureka, on the steamer "Antelope"?      A. I was, yes, sir.

Q. The steamer "Antelope" was inspected each year?      A. Yes, sir.

Q. Are you familiar with the certificate of inspection?      A. I am.

Q. I will ask you to look at that (showing)?

A. I would judge that was a copy of her inspection certificate at that time.

Q. Did you note that there are two papers; just examine both of them?

A. It would appear to me that one was the inspection certificate of 1914, and one inspection certificate of 1915. [63]

Q. You keep copies of the certificate of inspection posted in public places on the boats?

A. Yes, sir; according to law.

Mr. DICKSON.—I will offer in evidence the certified copies of the certificates of inspection of the steamboat "Antelope" for the years 1914 and 1915.

(The certificates are marked Claimant's Exhibit "A.")

Mr. DICKSON.—Q. Where is Captain Krohnie now?      A. I do not know, sir.

Q. When did you last know of him?

A. Well, I have simply heard that he was in San Francisco.

Q. Have you communicated with him since the happening of this accident?

(Testimony of Walter Coggeshall.)

A. Not since he left the ship except I heard he was in San Francisco.

Q. How long after the 15th of January, 1915, did he leave the ship?

A. I do not know that. I would have to look at our books to find out; it is a matter of record in the Custom-house when the next master was employed.

Q. It was a matter of a few days?

A. It was not a long time.

Q. It was not a long time?      A. No, sir.

Q. It was less than a month?

A. Why, I would not want to make that statement; it was a short time after that when the present master, Captain Kelly, took the ship.

Q. Do you know whether or not the steamer "Antelope" was regularly enrolled in the office of the Collector of Customs?

A. Yes, sir; she has to be enrolled according to law.

Q. Was she enrolled there as belonging to the Hammond Lumber Company?      A. Yes, sir.

Q. And she is still so enrolled, is she not?

A. At the present time, yes, sir.

Q. The oath of the president on file in the office of the Hammond Lumber Company, is on file, stating that she at that [64] time belonged and still belongs to the Hammond Lumber Company?

A. I assume it is on file; I never saw it.

Q. Did she as a matter of fact belong to the Hammond Lumber Company or to the Coggeshall Launch



(Testimony of Walter Coggeshall.)

Company, or to both of them?

A. She solely belongs to the Coggeshall Launch Company.

Q. How do you explain the fact that she is enrolled as being in the ownership of the Hammond Lumber Company?

A. From the fact that I bought that ship on contract on July 5, 1911. The contract was that I bought that ship along with two lighters. She was to be turned over to me and came into my possession. I was to operate that ship, and it was specified that I should pay the Hammond Lumber Company a certain amount of money on the first of July and on the first of January, these payments to continue until the 1st day of July, 1916. Then I to complete those payments, which I did, and paid the last payment on July 2d, 1916, of this present year; at the completion of those payments then the ship was to be deeded over to me. If I wanted to default in those payments then the payments up to the time that I may have defaulted were to be considered simply as rental of the ship; that is the customary way of buying a ship, what you may say, on time. I bought that ship on stipulated payments, six months apart. Then when those payments were made I would have complete ownership of that vessel.

Q. No deed had actually passed from the Hamond Lumber Company to yourself, or to the Coggeshall Launch Company prior to January 5, 1915?

A. No, there was no deed supposed to be passed until the present time. I would say that the ship

(Testimony of Walter Coggeshall.)

belonged to me just as long as I kept by those payments. I had possession of it from the day we made that deal on the 5th of July, 1911. From that moment she belonged to me. [65]

Q. She was engaged in transporting the workingmen from the Hammond Lumber Company at Samoa to Eureka?

A. That was a portion of her duties.

Q. It was the custom, the general custom of these men, to buy monthly tickets for transportation on the "Antelope," was it not? A. No, sir.

Q. Do you know whether or not George D. Early had such a ticket?

A. I do not know absolutely that he did; he must have had because he could not go aboard the ship unless he showed a ticket.

Q. From whom did the workingmen purchase those tickets.

A. From the Hammond Lumber Company; that is, at their office. They were delivered by them to the buyer.

Q. The Hammond Lumber Company delivered the books to the workingmen at their offices in Samoa, and the purchase money for those tickets was deducted from the regular monthly pay check by the Hammond Lumber Company?

A. I do not know anything about that, about whether it was deducted. I sent a certain number of books to the Hammond Lumber Company; we will assume 300 books every month; then we received

(Testimony of Walter Coggeshall.)

at the end of the month our pay for those books.

Q. Did the Hammond Lumber Company turn over to the Coggeshall Launch Company the full purchase price for all those books each month?

A. Yes, sir.

The COURT.—Q. They acted as your agents in selling the books?

A. They were our agents. Here are some 300 or 400 men traveling every month. The men might not have the purchase price of a book, and it would be impossible for us to collect our fare and not deal out those books. It was a slack way of doing business, so we appointed the Hammond Lumber Company as our agents. [66] As the pay of the men was coming from the Hammond Lumber Company, the Hammond Lumber Company looked out for our obligation.

Mr. DICKSON.—Q. Did the Coggeshall Launch Company maintain an office on the Eureka side of the bay? A. Yes, sir.

Q. Why is it that the Coggeshall Launch Company does not sell tickets in regular books and allow the men to purchase them here?

A. I would be very glad to collect the purchase price. If you were working over at Samoa and had no money, and came down and wanted transportation, why, their credit was not good, they might quit at any time and we would not get our pay.

Q. In other words, if you did have the money you could not get a ticket?



(Testimony of Walter Coggeshall.)

Mr. COONAN.—I object to this line of questioning. Captain Coggeshall made it clear that the Hammond Lumber Company acted as agent.

Mr. DICKSON.—I simply want to determine whether or not they were actually the agents, or the interest, or the amount of money which the Hammond Lumber Company received.

The WITNESS.—I made the statement that the Hammond Lumber Company were our agents.

The COURT.—I do not quite see what further light that gives us on this subject.

Mr. DICKSON.—I am trying to find out from this witness the relations existing between the Hammond Lumber Company and the Coggeshall Launch Company.

The COURT.—It really does not make much difference in this proceeding, if you hold anybody, you hold the ship.

Mr. DICKSON.—I want to determine the relationship if possible, between the two parties.

The COURT.—We have had that made fairly clear. He testified that he bought the boat on installments and while paying these installments [67] it was being run as a ferry between here and the Hammond Lumber Company establishment; that it transported workingmen back and forth, the exact number is not stated, and these books were purchased from the Hammond Lumber Company, as agents for the Coggeshall Launch Company, and that for the reason that it was more convenient for the Cogge-

(Testimony of Walter Coggeshall.)

shall Launch Company to get its money in this way, and more convenient for the workingmen to get these tickets this way.

Mr. DICKSON.—I do not care to go into it any further than that; that is a fact to bring out, that is all.

**Testimony of G. W. Fenwick, for Petitioners.**

G. W. FENWICK, called for the petitioners, sworn.

Mr. DICKSON.—Q. Have you any connection with the Hammond Lumber Company, one of the petitioners in this case?     A. Yes, sir.

Q. What is your connection?

A. I am manager of its interest in this county.

Q. General manager in this county?

A. Yes, sir.

Q. Is the Hammond Lumber Company a corporation?

A. It is a corporation organized under the laws of the State of New Jersey.

Q. Mr. Fenwick, on the 15th day of January, 1915, did your company have any control over the steam vessel "Antelope"?     A. None whatever.

Q. Do you know who had control of that vessel at that time?

A. Yes, sir; the Coggeshall Launch Company.

Q. Did your company have any interest in that vessel?     A. No, no direct interest.

Q. Was this interest under an agreement with the Coggeshall Launch Company?

(Testimony of G. W. Fenwick.)

A. Yes, sir; an agreement for the purchase [68] of the steamer made in the early part of July, 1911.

Q. By the terms of that agreement the Coggeshall Launch Company was to have the entire control and operation of that vessel? A. Absolutely.

Q. Your company was not to interfere in the same? A. We assumed no interest.

Q. That was during January 15, 1915?

A. It was.

Q. What was the interest of your company, according to the terms of the contract?

A. Just the payment, that is all.

Q. It is alleged in the answer filed by the claimant herein that a certain cargo door was open on the steamer "Antelope" on the 15th day of January, 1915, and George D. Early fell through the open door into the water of Humboldt Bay and was drowned. Did you have any knowledge concerning that cargo door being open? A. None whatever.

Q. It is also alleged that it was the custom of the people operating that boat to maintain a bar across that opening when the door was left open, and on this occasion it is alleged the bar was not up; did you have any knowledge concerning the fact that that bar was not up on that occasion, if it was not up?

A. I did not.

Q. It is also alleged that that bar was not up because the steamer "Antelope" was operating one man short of her full crew, and that the man who had it among his duties to put up this bar, when the door



(Testimony of G. W. Fenwick.)

was open, was not on the boat. Did you have any knowledge that the steamer "Antelope" was operating upon that occasion one man short, if she was so operating? A. No, I did not.

Q. I will ask you to examine this instrument, which has been designated as "Petitioners' Exhibit No. 1," and ask you the question whether it is a copy of a complaint that was served [69] upon you, in which Eliza A. Early, claimant herein, is named as plaintiff?

A. Yes, sir, I am satisfied this is an exact copy of the complaint that was served upon me in the usual way, summons and complaint.

Q. In what sum was the prayer of that complaint?

A. That judgment be awarded in the sum of \$50,000.

Q. That was served upon you prior to the filing of this action in the admiralty court? A. Yes, sir.

Q. With reference to this contract that you have spoken of, and concerning the contract that Captain Coggeshall has also spoken of, was it the Hammond Lumber Company that was a party to that contract?

A. It was the Vance Lumber Company, a predecessor of the Hammond Company, a subsidiary lumber company, which has been consolidated since that time.

Q. Does the Hammond Lumber Company now control all the interests of the Vance Company?

A. Yes, sir.

Q. You say this contract is with the Vance Lumber Company?

(Testimony of G. W. Fenwick.)

A. The Vance Redwood Lumber Company.

Q. And the Hammond Lumber Company had no contract with the Coggeshall Launch Company relative to the ownership of the steamer "Antelope"?

A. The Vance Redwood Lumber Company had the contract. All interests of the Vance Redwood Lumber Company were afterwards taken over by the Hammond Lumber Company.

The COURT.—Q. Including the interest in the contract?

A. Yes, sir, including the interest in this contract, all of it.

Cross-examination.

Mr. DICKSON.—Q. Do you know whether or not the steamer "Antelope" was enrolled or registered in the office of the Collector of Customs at Eureka?

A. Why, I think so, yes.

Q. In whose name did she appear and stand of record? [70]

A. At that time in the name of the Vance Redwood Lumber Company.

Q. Do you know who appears as owner of record of the steamer "Antelope" on the 15th day of January, 1915?

A. I do not know. All I know is that the Vance Company was absorbed by the Hammond Lumber Company, some two or three years ago.

Mr. DICKSON.—That is all.

Mr. COONAN.—As I understand this proceeding, the burden of proof in regard to the claim for damages is upon the claimant, and consequently, as I

(Testimony of G. W. Fenwick.)

understand it, it will be necessary for him to produce his proof. If I am not correct in that assumption, I would like to be advised at this time. I will introduce my own witnesses. I have certain authorities on this question that I will be glad to submit to your Honor.

The COURT.—Do you mean as to the liability at all?

Mr. COONAN.—Yes.

The COURT.—Well, I am not quite clear on that.

Mr. COONAN.—It will only take me a minute to have the volumes of the Federal Reporter here, which I think will satisfy your Honor as to that conclusion.

Mr. DICKSON.—He may not come to that conclusion, and I am simply asking which of the contending parties should lead with the evidence, that is all.

The COURT.—You may proceed, Mr. Dickson.

Mr. DICKSON.—May it please the Court, do you desire me to read the answer, or will I make a statement?

The COURT.—You may state briefly what it is.

Mr. DICKSON.—We expect to prove that the Coggeshall Launch Company, in connection with the Hammond Lumber Company, were the owners of the steam vessel "Antelope," plying on Humboldt Bay, between Samoa and Eureka, and were such owners on January 15, 1915; that they were common carriers, engaged regularly in [71] the business of carrying passengers; that on that day one George



(Testimony of G. W. Fenwick.)

D. Early was a regular passenger, traveling with his ticket bought and prepaid, on the steamer "Antelope," between Samoa and Eureka, on the waters of Humboldt Bay. We expect to prove that on that voyage the steamer "Antelope" was operating in violation of the steamboat regulations, in that they had one man of their crew short. They are required to have two men, two deck-hands. At that time one of the deck-hands was sick in the hospital, and no other man had been hired or employed or furnished by them to take his place. That the man who was absent had always been accustomed, before leaving the port of Samoa, to place across an open door on the lower deck of the steamer "Antelope" a certain bar for the protection of the passengers. That on this particular voyage, on January 15, 1915, by reason of the man being away from his post of duty, the bar was not so placed on the voyage from Samoa to Eureka, and as they neared the Eureka side, Early, who was standing near the open door, across which the bar had usually been placed, fell into the waters of Humboldt Bay and was drowned. That no effort was made to save the man by any of the officers or crew of the ship after he had fallen into the water; that he remained on the surface of some little time. The steamer proceeded on her way without lowering the lifeboat, the small boat, and without giving any alarm by which launchmen in the vicinity could have saved the man. The "Antelope" proceeded on her way towards Eureka for about two city blocks; it would be approximately 600

(Testimony of G. W. Fenwick.)

feet before she finally stopped, and then all she did was to turn part way around and look into the vicinity where the accident occurred, and then proceeded on her way to Eureka. We expect to show that the accident was due entirely to the negligence of the officers and crew of the ship in failing to provide a bar for the safety of the passengers. We will [72] show, also, that there was a certain door which closed this same open passageway through which Early fell, and that the passengers themselves, had been in the habit continuously, for a number of years back, of opening and closing that door at will, without interruption or interference on the part of the officers or crew of the vessel. That on this particular voyage one of the passengers opened the door, in the first place; he closed the door before he left Samoa, and after proceeding on the voyage for some distance he opened the door, but there being no bar in its customary place, Early fell through the open doorway into the waters of the bay and was drowned. We are basing our action upon section 376 of the Code of Civil Procedure of the State of California. Section 376 is as follows:

“A father, or in case of his death or desertion of his family, the mother, may maintain an action for the injury or death of a minor child, any guardian for the injury or death of his ward, when such injury or death, is caused by the wrongful act or neglect of another. Such action may be maintained against the person causing the injury or death,

(Testimony of G. W. Fenwick.)

or if such person be employed by another person who is responsible for his conduct, also against such other person.”

**Testimony of Mrs. Eliza A. Early, in Her Own  
Behalf.**

Mrs. ELIZA A. EARLY, claimant, called in her own behalf, sworn.

Mr. COONAN.—I desire to object to each and every question which is asked by the claimant upon this cause of action upon the ground that each and every question is immaterial, irrelevant and incompetent; and any cross-examination that I may make of any witness is not to be considered as a waiver of that objection upon my part, or any witness that I might introduce. The only way I can safeguard my rights is by a general objection [73] of that character.

The COURT.—Objection overruled.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q. Your name is Eliza A. Early? A. Yes, sir.

Q. You are the mother of George D. Early?

A. I am.

Q. George D. Early was drowned on the 15th day of January, 1915, was he not? A. He was.

Q. Now, has the father of George D. Early deserted his family? A. Yes.

Q. How many years ago? A. 12.

Q. And has not lived with his family since that time? A. He has not.



(Testimony of Mrs. Eliza A. Early.)

Q. And was not living with his family on the 15th day of January, 1915, and had not been for a long time prior thereto?     A. No, sir.

Q. What was the age of George D. Early when he was drowned?     A. 20 years and 25 days.

Q. At the time of the accident which caused his death where was George Early employed?

A. At Samoa.

Q. In the county of Humboldt, State of California?     A. Yes, sir.

Q. With whom was he employed?

A. The Hammond Lumber Company.

Q. How long had he been employed there?

A. Well, he was almost five years; I think it would have been five years in July.

Q. During all of that time, did he reside in Eureka?     A. He did.

Q. Did he go back and forward from Eureka to Samoa regularly every day to his work?

A. Yes, sir.

Q. By what means did he go to and from Eureka and Samoa?     A. On the steamer "Antelope."

Q. Did he cross over to his work on each morning and come back on the steamer "Antelope" each evening?     A. Yes, sir. [74]

Q. From whom did he purchase his ticket?

A. From the Hammond Lumber Company, at their office.

Q. Was it a daily ticket or monthly?

A. Monthly ticket.

Q. You know at the time of his death he had such

(Testimony of Mrs. Eliza A. Early.)

a ticket?      A. Yes, sir.

Q. It was found on his person afterwards, was it not?      A. Yes, sir.

Q. You say he was 20 years of age?

A. Yes, sir

Q. What can you say as to the character of the boy?      A. It could not be better.

Q. He was a boy of good, clean, moral habits?

A. He was.

Q. And worked regularly?      A. Yes, sir.

Q. What was his physical condition?

A. Good, as far as I know.

Q. As far as you know he was in perfect physical condition?      A. Perfect health.

Q. He had been prior to his death supporting you?

A. Partly; he and his brother.

Q. How much was he earning at the time of his death?      A. \$2.25 a day, I think it was.

Q. \$2.25 a day?      A. Yes, sir.

Q. He was working regularly, six days out of the week?      A. He was.

Q. He had no physical deformity, or any illness of any kind or character?      A. No, sir.

Mr. COONAN.—No cross-examination.

**Testimony of William Early, for Claimant.**

WILLIAM EARLY, called for the claimant, sworn.

Mr. DICKSON.—Q. Your name is William Early?      A. Yes, sir.

Q. You are a brother of George D. Early?

A. Yes, sir.

(Testimony of William Early.)

Q. George Early was drowned on the steamer "Antelope" on the 15th day of January, 1915?

A. Yes, sir.

Q. He was at that time employed at the Hammond Lumber Company, [75] at Samoa, was he not?

A. Yes, sir.

Q. Prior to the time, had you also been employed at the Hammond Lumber Company? A. Yes, sir.

Q. It was your regular custom to go back and forth on the steamer "Antelope" with your brother to and from your work? A. Yes, sir.

Q. You lived at the same house he did at that time? A. Yes, sir.

Q. For how many years had you been traveling on the steamer "Antelope" back and forth with George Early? A. About three years.

Q. You are familiar with the operation of the steamer "Antelope"? A. Yes, sir.

Q. You had ridden on her night and morning?

A. Yes, sir.

Q. Practically every working day for three years?

A. Yes, sir.

Q. Do you remember clearly the time of the accident?

A. Well, I was not on the boat, but I remember when it was.

Q. On the lower deck of the steamer "Antelope" there is a large doorway, *through they* handle freight and through which passengers pass back and forward from the ship, is there not? A. Yes, sir.

Q. How far is that doorway, the bottom of the



(Testimony of William Early.)

doorway, above the water line?

A. About a foot and a half.

Q. It is down pretty near to the water?

A. About a foot, or a foot and a half.

Q. What width of rail is there between the open doorway and the outside of the ship?

A. About a foot.

Mr. COONAN.—Is that the ground rail you are referring to?

Mr. DICKSON.—The bottom of the floor.

Mr. COONAN.—The guard to the boat; that is known as the guard rail.

Mr. DICKSON.—Q. That strikes the wharf when they dock? A. Yes, sir.

Q. How wide is this doorway?

A. It is about seven or eight feet wide, I should judge. [76]

Q. It is a big, wide door? A. Yes, sir.

Q. What did the company who operated the boat put across that doorway so as to protect the passengers from falling out? A. They had a bar.

Q. How far from the floor was that bar, how high above the floor, when it was up?

A. About three feet.

Q. What was the custom of the deck-hands before leaving Samoa each night, relative to the placing of the bar and the closing of the door?

A. I do not know what the exact work was to be, but they were always supposed to put the bar up; they always had the bar up when I was there.

Q. That is, they put the bar up across the door-

(Testimony of William Early.)

way before leaving Samoa?      A. Yes, sir.

Q. Was that done regularly every night?

A. Yes, sir.

Q. Whether the door was open or closed?

A. Yes, sir, I never see it done except when coming in.

Q. You have never known a time that that bar was not up after they had pulled away from the dock?      A. No, sir.

Q. Who was it that placed that bar in position the last thing before leaving the Samoa side?

A. One of the deck-hands.

Q. Do you know his name?

A. Nick—Nick, is all I know.

Q. Nick?      A. Yes, Nick.

Q. At the time this accident occurred, do you know whether or not Nick was on the boat, that is, whether he was at his post of duty?

Mr. COONAN.—I object to that.

Mr. DICKSON.—Q. I am asking what he knows, whether or not Nick was at his post of duty on the boat?

A. He was not there in the morning; I do not know anything about the evening.

Q. Do you know how long he had been away from his post of duty prior to that morning?

A. I do not know how long. [77]

Q. Do you know whether or not it had been for some days?      A. Yes, it had been for some days.

Q. Do you know where he was?

A. No, I do not know where he was.

(Testimony of William Early.)

Q. Do you know whether or not any other man had come on there to take his place?

A. No, no other man.

Q. No other man?      A. No.

The COURT.—Is there any dispute that this man was missing?

Mr. COONAN.—We concede that there was one man short upon that evening, one of the deck-hands.

Mr. DICKSON.—Q. Was the door to this open doorway, as a regular thing, closed or open on the voyage back and forth from Eureka to Samoa?

A. Well, both, I have seen both ways.

Q. You have seen it both ways?      A. Yes, sir.

The COURT.—Q. Did it swing, or slide?

A. It was a sliding door.

Mr. DICKSON.—Q. Sometimes it was left open, and sometimes it was closed?      A. Yes, sir.

Q. On this occasion, when the door happened to be closed, what was the custom of passengers riding on the lower deck, relative to opening that door before they arrived at Eureka?

A. Just before they got to the deck, when the whistle blew, they would open the door.

Q. Some of the passengers would open the door?

A. Yes, sir.

Q. Was that a regular habit?      A. Yes, sir.

Q. And had been all the time that you had been traveling back and forth on the boat?      A. Yes, sir.

Q. Was that habit known to the officers of the boat?



(Testimony of William Early.)

A. It certainly must have been; they could see us getting off.

Q. They could see them go out every night?

A. Yes, sir.

Q. Was any objection offered to it?

A. No, not to me.

Q. You rode regularly on the lower deck, near the door? A. Yes, sir. [78]

Q. If there had been any objection offered to that, you would have been in a position to hear it?

A. Yes, sir.

Cross-examination.

Mr. COONAN.—Q. You said that you traveled with your brother for three years crossing the bay?

A. Yes, sir.

Q. Did you usually travel on the lower deck?

A. Yes, sir, usually on the lower deck.

Q. You were thoroughly familiar with the system? A. Yes, sir.

Q. And so was your brother? A. Yes, sir.

Q. He was thoroughly familiar with it? He knew how that door opened, did he not? A. Yes, sir.

Q. You have said that you have seen that door open and the bar down, and that door closed and the bar up? A. Yes, sir.

Q. Do you mean to say that you never have seen that door open and the bar down? A. Yes, sir.

Q. You never heard a deck-hand give instructions to go out through that port door? A. No.

Q. And you have traveled there three years?

A. Yes, sir.

(Testimony of William Early.)

Q. What position did you usually take on that lower deck?

A. Near the side, right alongside of the boiler.

Q. Did you and your brother ever help open that door?

Mr. DICKSON.—That is objected to as irrelevant, incompetent and immaterial.

The WITNESS.—Yes, he did.

Mr. COONAN.—It was brought out that certain passengers did; I want to know if this specific passenger did.

Mr. DICKSON.—Exception.

Mr. COONAN.—Q. Did your brother ever assist in opening that door? A. Yes, sir.

Q. How many times? A. I do not know. [79]

Q. How many times have you ever opened that door?

A. I don't know as to that; maybe two or three.

Q. Did you ever see a boy by the name of Wheilihan open that door? A. I don't remember.

Q. Did you ever see a boy by the name of Albert Moss open it? A. I don't remember.

Q. Do you remember seeing your brother?

A. Yes, sir.

Q. On quite a number of occasions?

A. Just three or four times.

Q. There may be other times, that you do not recollect? A. Certainly.

Mr. COONAN.—Is it necessary to note an exception in the Federal courts?

The COURT.—Yes.

(Testimony of William Early.)

Mr. COONAN.—I want to note an exception to the first ruling of your Honor.

The COURT.—You may have it.

**Testimony of James T. Foley, for Claimant.**

JAMES T. FOLEY, called for the claimant, sworn.

Mr. DICKSON.—Q. What is your name?

A. James T. Foley.

Q. At the present time you are acting Deputy Collector of Customs at Eureka? A. Yes, sir.

Q. You have charge of the official records of the Collector of Customs? A. Yes, sir.

Q. I will ask you whether or not you have a record of the steamer “Antelope” with you?

A. Yes, sir, I have the record of the enrollment.

Q. According to the enrollment, who was the owner of the steamer “Antelope” at the time the enrollment was made?

A. On the 29th day of November, 1913, the Hammond Lumber Company was the owner [80] of, and this document was issued for one year.

Q. That would take it up to November, 1914?

A. And it was renewed on the 29th day of November, 1914; and again renewed on the 29th day of November, 1915.

Q. Each time that renewal operated for one year?

A. Yes, sir.

Q. According to the records, from November, 1913, to November, 1915, the Hammond Lumber Company were the owners of the steamer “Antelope”? A. Yes, sir.



(Testimony of James T. Foley.)

Mr. DICKSON.—Does your Honor care to see this book?

The COURT.—These renewals are made on the application of the owners?

The WITNESS.—Yes, sir.

Mr. DICKSON.—It is a public record, and I wish to read a portion of this into the record. This is taken from the record of the Consolidated Certificate of Enrollment and License of the Custom-house record, Department of Commerce and Labor, Vol. 3, and I am reading from page 21:

“The United States of America,  
Department of Commerce and Labor.

Bureau of Navigation.

Official No. 107,031.

Measured at Eureka, Cal., 1909, No. of Crew, 3.

Consolidated Certificate of Enrollment and License. (Sections 4319 and 4321 Revised Statutes.) And Act of April 24th, 1906. In conformity to title L ‘Regulations of Vessels in Domestic Commerce’ of the Revised Statutes of the United States, A. B. Hammond, of San Francisco, President, having taken and subscribed the oath required by law and having sworn that Hammond Lumber Company, Incorporated under the laws of the State of New Jersey and having its principal place of business at Jersey City, State of New Jersey, is the sole owner of the vessel called the ‘Antelope’ of Jersey City (home port New [81] York) and that the said vessel was built in the year 1909 at Samoa, California, of wood, as appears by permanent enrollment

(Testimony of James T. Foley.)

No. 6, issued at Eureka, Cal. (formerly District of Humboldt), on February 17, 1912, now surrendered because of change of district (formerly District of Humboldt) now consolidated with District of San Francisco, and said enrollment having certified that the said vessel is a stern-wheel steamer; that she has two decks, no mast, a sharp head, and a square stern, that her registered length is 100.6 feet; her registered breadth is 23 0/10 feet; her registered depth 5 0/10 feet,"—

Mr. DICKSON.—Evidently meaning that for feet. The word "feet" is scratched out.

(Reading:) "Capacity under tonnage deck 85 tons and 60 one hundredths. Capacity between decks above deck tonnage 75 05 one hundredths. Gross tonnage 160."

Mr. DICKSON.—After making the deductions,—the deductions are "Deductions under Section 4153 Revised Statutes as Amended by Act of March 2, 1895: Donkey engine and boiler 59.20. Total deductions 59.20. Net tonnage 101."

Mr. DICKSON.—Now, the form of renewal. I am reading from page 22. Renewal No. 1:

"Renewal No. 1 Port of Eureka, California.

"The within described License is hereby renewed for one year from November 29, 1914. Seal." And signed "M. Lipowitz, Deputy Collector of Customs."

Mr. DICKSON.—Renewal No. 2 is as follows:

(Testimony of James T. Foley.)

“Port of Eureka, California.

The within described License is hereby renewed for one year from November 29, 1915.

C. R. TEMBY,

Deputy Collector of Customs.” [82]

Mr. DICKSON.—Q. You have also with you, Mr. Foley, have you not, the oath of ownership of the steamer “Antelope”? A. Yes, sir.

Q. Will you kindly turn to that?

A. Yes, sir, I have it here.

Q. That is the registered oath that is found in the records of the Collector of Customs for the Port of Eureka? A. Yes, sir.

Q. What does that oath of ownership show as to the ownership of the steamer?

A. It shows that it is owned by the Hammond Lumber Company.

Q. Who takes and subscribes to that oath?

A. A. B. Hammond as president of the Hammond Lumber Company.

Q. What is the date on which that oath is taken and subscribed? A. 20th of November, 1913.

Q. Do you know of any other oath of ownership between the 20th day of November, 1913, and the 15th day of January, 1915, as to the steamer “Antelope”?

A. As I understand your question, there seems to be no other.

Q. There being no other or later oath of ownership what would you say as to the ownership, according to the records, on the 15th day of January,



(Testimony of James T. Foley.)

1915—that is, would that oath stand as a permanent record until changed?

A. So far as the record appears, that is a standing record; I do not know of any other on file, but in explanation of that statement I will say that I am only temporarily in charge of the office.

Q. There is no other oath of ownership of record?

A. It appears that there is no other oath in this book of records, and there is no later oath in this book.

Mr. DICKSON.—Do you wish to see these?

Mr. COONAN.—No. If you will tell me what your purpose is, perhaps we can concede it. [83]

Mr. DICKSON.—I want to read this into the record. It is a public record and I cannot introduce it in evidence. I am reading from the oath for enrollment and license of merchant vessel or yacht, from the record from the Custom-house, Department of Commerce and Labor, of the records of the Port of Eureka.

“Oath for Enrollment and License of Merchant Vessel or Yacht. Department of Commerce and Labor. Bureau of Navigation. Ownership oath. District of San Francisco. Oath of officer of incorporated company. Department of Commerce and Labor. I, A. B. Hammond, of San Francisco, President of Hammond Lumber Company, incorporated under the laws of the State of New Jersey, do swear according to the best of my knowledge and belief that the steamer called the ‘Antelope, at the Port of Eureka, California, in the District of San Francisco,

(Testimony of James T. Foley.)

is of the burden of 160 tons gross and 101 tons net. And was built in the year 1909 at Samoa, California, of wood, as appears by permanent enrollment No. 6 issued at the Port of Eureka, California, February 17, 1912.

I am a citizen of the United States and that the said steamer is owned by Hammond Lumber Company, incorporated under the laws of the State of New Jersey, having its principal place of business at Jersey City, State aforesaid, and that T. C. Krohnkie, the present master or commander of said vessel is also a citizen of the United States, having been naturalized in the State of California, 1899, in conformity with the several laws respecting naturalization.

(Signed) A. B. HAMMOND,  
President of Hammond Lumber Company, San  
Francisco." [84]

"Subscribed and sworn to before me this 20th day of November, 1913.

FRANK L. OLIVER,  
Notary Public in and for the City and County of  
San Francisco, State of California."

Mr. DICKSON.—That is all.

Mr. COONAN,—No questions.

**Testimony of Alva Moss, for Claimant.**

ALVA MOSS, called for the claimant, sworn.

Mr. DICKSON.—Q. Your name is Alva Moss?

A. Yes, sir.

Q. Where do you reside, Mr. Moss?

A. 820 Ninth Street.

(Testimony of Alva Moss.)

Q. In the city of Eureka?      A. Yes, sir.

Q. Where are you employed?

A. In the Hammond Lumber Company.

Q. Working for the Hammond Lumber Company now?      A. Yes, sir.

Q. Where were you employed on the 15th day of January, 1915?

A. With the Hammond Lumber Company.

Q. For how many years prior to this time had you been employed with the Hammond Lumber Company?      A. About three years.

Q. About three years prior to this time?

A. Yes, sir.

Q. During those three years had you resided in Eureka?      A. Yes, sir.

Q. It was your practice to cross Humboldt Bay to Samoa from Eureka, to go over each morning and return each night to Eureka?      A. Yes, sir.

Q. Six days of the week?      A. Yes, sir.

Q. How did you go to and from your work?

A. On the "Antelope."

Q. On the steamer "Antelope"?      A. Yes, sir.

Q. What kind of a ticket did you have, daily or monthly?      A. A monthly ticket.

Q. That was the same kind of a ticket that was issued to all workmen who rode back and forth from Eureka to Samoa?      A. Yes, sir. [85]

Q. Did you know George D. Early?

A. Yes, sir.

Q. How long had you been acquainted with him?

A. Four or five years, anyway.



(Testimony of Alva Moss.)

Q. You had ridden backward and forward on that boat with him every day during the time that you had been in the employ of the Hammond Lumber Company, every work day?     A. Yes, sir.

Q. You came to know him pretty well, didn't you?

A. Yes, sir.

Q. What kind of a boy was he as to his habits? Was he a good, moral, clean boy?     A. Yes, sir.

Q. Addicted to drink in any way?

A. No, not that I know of.

Q. He went regularly at his work?     A. Yes, sir.

Q. Was he physically sound, that is, was he always able to do his work, he had no defects or deformity of any kind?     A. Yes, sir.

Q. Do you remember what happened on the evening of January 15, 1915, as the steamer "Antelope" was on her way from Samoa to Eureka?

A. I know a few things that happened.

Q. You have a pretty clear recollection of that night?     A. Yes sir,

Q. You remember the fact that George Early fell from the boat and was drowned?

A. Yes, sir. I cannot say whether or not it was on that day.

The COURT.—Is there any question about it?

Mr. COONAN.—No. We will concede that the boy was there.

Mr. DICKSON.—Q. Do you know whether or not George Early had a ticket at that time the same as all the workmen had?     A. He must have had.

Q. Mr. Early, before the boat left the Samoa side,

(Testimony of Alva Moss.)

was the large doorway leading to the lower deck of the "Antelope" open or closed?     A. Open.

Q. It was open.     A. Yes, sir. [86]

Q. That large door was open when you came aboard the "Antelope"?     A. Yes, sir.

Q. Did you go on the upper deck or the lower deck?

A. On the upper deck first, then I went downstairs.

Q. And you found this large door open?

A. Yes, sir.

Q. What was the condition of the weather?

A. Clear. The wind was blowing quite a bit.

Q. What did you do with reference to that door?

A. I went over and closed it.

The COURT.—Q. Before you left the dock?

A. Yes, sir.

Mr. DICKSON.—Q. Was it the habit of the passengers to open and close that door at will?

A. Yes, sir.

Q. And without objection on the part of the officers or men of the boat?

A. They did not say anything about the door; we always opened and closed it.

Q. They never objected to your opening and closing that door?     A. No, sir.

Q. On this occasion you say you closed the door?

A. Yes, sir.

Q. You remember the deck-hand that was usually employed on the steamer "Antelope" by the name of Nick?     A. Yes, sir.

(Testimony of Alva Moss.)

Q. Was Nick there that night?      A. No, sir.

Q. How long had he been off from that boat?

A. I don't know exactly.

Q. He had been off for a number of days, had he not?      A. Yes, sir.

Q. Do you know whether or not he was sick and in the hospital?      A. I heard he was.

Q. You just heard that,—you do not know that of your own knowledge?      A. No, sir.

Q. Who was it that usually closed that door before leaving the Samoa side?

A. Nick, he used to come down and close it, most of the time. [87]

Q. Would he always put up the bar?

A. Yes, sir.

Q. He put the bar up and closed the door, before leaving the Samoa side, as a regular part of his duty?      A. Yes, sir.

Q. Was the bar always put up, whether the door was open, or whether it was closed?      A. Yes, sir.

Q. Where did you sit on the way from Samoa to Eureka?      A. By the door.

Q. Right by the door?      A. Yes, sir.

Q. Sat right beside it?      A. Yes, sir.

Q. As you approached the Eureka side just tell the Court what happened.

A. Well, I shut the door and sat down by the side of it and when we got pretty near on this side I got up and started to open the door.

Q. You got up and started to open the door?

A. Yes, sir.



(Testimony of Alva Moss.)

Q. Did you have the door all the way open?

A. Not quite; it got stuck.

Q. About how far?

A. About one foot or 2 feet.

Q. About one foot or 2 feet from being entirely open?     A. Yes, sir.

Q. No one objected to you doing that?

A. No, sir.

Q. Immediately afterwards did George Early fall into the water?     A. Yes, sir.

Q. And was drowned?     A. Yes, sir.

Q. You saw him fall in?     A. Yes, sir.

Q. Do you know how he happened to fall?

A. No, sir.

Q. You saw him just as he was going into the water?     A. Yes, sir.

Q. Did he sink immediately?

A. No, he floated a little while.

Q. Remained upon the surface of the water for sometime, did he?     A. Yes, sir.

Q. What was done,—was there an alarm sounded immediately?

Mr. COONAN.—I object to any testimony on the point beyond where this boy fell into the water. It is alleged that the petitioners [88] acted negligently in law in allowing this door to be open, but there is no allegation to the effect that they did not conduct themselves properly after this boy fell into the water.

Mr. DICKSON.—I think your claims set that up.

The COURT.—Objection overruled.

(Testimony of Alva Moss.)

Mr. COONAN.—Exception.

Mr. DICKSON.—I will withdraw that last question.

Q. Were the officers of the boat immediately notified?

Mr. COONAN.—The same objection.

The COURT.—The same ruling.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q. Were the officers immediately notified that he had fallen overboard?

A. I think they were.

Q. Some of the passengers immediately gave the outcry, and some ran and informed the engineers?

Mr. COONAN.—That question is objected to.

The COURT.—The objection is sustained.

Mr. DICKSON.—Q. You can just go ahead and state what was done as to the outcry that was raised and the notification that was given to the officers of the boat, immediately after his falling overboard.

Mr. COONAN.—The same objection on the same ground. I am going to make this objection to all this witness' testimony.

The COURT.—The general objection that it is not set up in the answer.

Mr. COONAN.—Yes.

The COURT.—Objection overruled.

Mr. COONAN.—Exception.

A. He went over—I says, “There goes George Early overboard,” and started back to get a life-preserver, and I got a life-preserver and threw it overboard; at that time he was quite a ways back of

(Testimony of Alva Moss.)

[89] the boat. I went upstairs; then I did not see him until after I got upstairs.

Q. Was any small boat lowered from the deck of the "Antelope"? A. No, sir.

Q. She had small boats hanging on the davits?

A. Two of them.

Q. I will ask you if any effort was made to lower a small boat? A. Not that I saw.

Q. Was any alarm whistle blown to attempt to make any rescue? A. Not that I know of.

Q. Just state in your own language what was done by the officers of the "Antelope" to attempt to help Mr. Early directly after he fell into the water.

A. Nothing, that I know of.

Q. How far did the "Antelope" proceed on her way before she stopped?

A. About a block or two, I guess.

Q. Then what was done with the steamer "Antelope," if anything?

A. She kind of swung around a little bit and then went back. I did not pay much attention to it.

Q. Were there other small craft near her in the bay?

A. The fellows said there were; I did not notice it myself.

Mr. COONAN.—I ask that that answer be stricken out as hearsay.

The COURT.—The first part of that may go out Mr. Dickson.

Mr. DICKSON.—Q. Going back to the opening of this door, Mr. Moss, it was your fixed custom to ride



(Testimony of Alva Moss.)

on that steamer "Antelope" right beside that door; that was your regular place, where you posted yourself during that trip?

A. Around that time, it was.

Q. You had seen that door opened on occasions by the passengers?      A. Yes, sir.

Q. In fact, was it not a regular thing, as the "Antelope" neared the Eureka side, for some one of the passengers to open that door?      A. Yes, sir.

Q. Had there ever been any objection offered to that practice by any of the officers or deck-hands of the steamer "Antelope"? [90]

A. Not to open the door? We used to open the door, nobody was down there to say anything about it.

Q. They never offered any objection to your opening that door?      A. No, sir.

Q. That practice continued all the time that you were a passenger on that boat?      A. Yes, sir.

Q. That was for quite a number of years?

A. Yes, sir.

Q. It was a regular fixed habit or custom for someone of the passengers to do that?

A. Yes, sir.

Q. As to the bar—was that bar always up?

A. Yes.

Q. And the passengers had come to rely upon that bar as no protection against falling into the water?

Mr. COONAN.—That is objected to as calling for the conclusion of the witness.

The COURT.—The objection is sustained.

(Testimony of Alva Moss.)

Mr. DICKSON.—Q. I will ask you whether or not it was the custom of George Early to ride right beside the door, right near you?

A. He was not very far from the door.

Q. There were a number of boys who were close friends and always rode together, sitting near that door? A. Yes, sir.

Q. Mr. Early had been accustomed to seeing that bar up there the same as you had?

Mr. COONAN.—That question is objected to as leading.

Mr. DICKSON.—Q. State what Mr. Early knew, as to his experience relative to that bar.

A. The same as the rest of us. He used to lean on the bar there before we got to the dock, and when we got to the dock we would take the bar off.

Mr. COONAN.—I object to that. That is not an answer to the question. I ask that the answer be stricken out.

The COURT.—Objection overruled.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q. It had been the custom of the boys to stand [91] around this open door and lean upon this bar? A. Yes, sir.

Q. And the bar was not up the night George Early fell overboard? A. No, sir.

Q. Do you know whether anyone was there that night to fill the place of Nick, the deck-hand that was absent? A. Not that I know of.

Q. There was only one deck-hand on the boat that night? A. Yes, sir.

(Testimony of Alva Moss.)

The COURT.—That is conceded, I believe.

Mr. COONAN.—That is conceded.

Cross-examination.

Mr. COONAN.—Q. You said, if I understand you correctly, that the door was open when you left Samoa? A. Yes, sir.

Q. You opened the door; is that correct?

A. Yes, sir.

Q. Did anybody assist you to open that door?

A. To open the door?

The COURT.—He said he closed the door.

Mr. COONAN.—Q. After leaving Samoa you opened the door—is this a large door or a small door? A. It is a large door.

Q. Is it a door that you can handle by yourself?

A. I cannot open it alone.

Q. Did you upon this occasion have assistance?

A. Yes.

Q. Who assisted you? A. Early.

Q. Did the decedent Early assist you to open that?

A. He had a hold of the door when it was stuck.

Q. After the door became stuck he got up and lent a hand to you; is that correct? A. Yes, sir.

Q. You said that it was the habit of the passengers to open and close that door; is that correct?

A. Yes, sir.

Q. Was it the habit of the passengers also to insert the bar before they closed the door?

Mr. DICKSON.—Q. Upon the Samoa side, when proceeding to Eureka? A. Take out the bar.



(Testimony of Alva Moss.)

Q. Put in the bar?

A. Nobody ever touched the bar.

Mr. COONAN.—Q. When you said that every time that door was closed the bar was up, you did not state the truth, did you?      A. Yes, sir.

Q. It was true, therefore, that every time that bar would be up, the door would be closed?

A. Yes, sir.

Q. You knew that?      A. Yes, sir.

Q. Did Early know that?

A. He must have known it.

Q. You not only opened the door upon that occasion, but you opened it upon other occasions?

A. I used to help open it all the time.

Q. Did you ever see Early close that door?

A. No, sir.

Q. Did you ever see Early insert that bar?

A. No, sir.

Q. You yourself had inserted that bar?

A. No, sir.

Q. Do you know of any occasion when the door was closed and the bar was not up?

Mr. DICKSON.—If you don't understand the question—

The WITNESS.—I don't understand that question.

Mr. COONAN.—Q. You understand what I mean by that door being closed?      A. Yes, sir.

Q. You understand what I mean by a bar being inserted on the outside of the door?      A. Yes, sir.

Q. Have you known of occasions when that bar

(Testimony of Alva Moss.)

was out and the door was closed?      A. No, sir.

Q. You do not?      A. No, sir.

Q. Do you remember of having put the bar in yourself?      A. No, sir.

Q. Do you remember of closing the door yourself?      A. Yes, sir.

Q. Is it not a fact, then, that that door has been closed and the bar was up, and you knew it?

Mr. DICKSON.—I don't think that the witness understands what you mean. [93]

Mr. COONAN.—Q. Is it not a fact?

A. I don't remember. The bar was up there most of the time I have seen the bar; the bar was always up.

The COURT.—Was the bar on the outside of the door?      A. Yes, sir.

Q. So that when the door was closed you could not tell from the inside whether the bar was up or not?      A. No, sir.

Mr. COONAN.—Q. Do you remember the occasions when you closed that door and the bar was not up and you did not put the bar up?

A. Yes, sir.

Q. Did you ever see—were you ever on board her when they were taking freight in?      A. Yes, sir.

Q. Was the bar up then?      A. No, sir.

Q. Upon this occasion, the 15th day of January, did you come down there before any deck-hand had touched that door?      A. Yes, sir.

Q. Did not that door have a bar upon that occasion?      A. Yes, sir.

(Testimony of Alva Moss.)

Q. You closed that door?      A. Yes, sir.

Q. Do you remember of other occasions when the bar was not outside and you closed the door?

A. Not that I remember of.

Q. Are you acquainted with me, Mr. Moss?

A. I don't know.

Q. Did you ever meet me?      A. Yes, sir.

Q. Do you remember of an occasion upon which you met me?      A. Yes, sir.

Q. Was that on or about the 14th day of February, 1916?

A. I cannot say just when it was.

Q. It was some time this last winter?

A. Yes, sir.

Q. Over at the Hammond lumber yards?

A. Yes, sir.

Q. Did you discuss this case with me at that time?

A. Yes, sir.

Q. Did you make the following statements to me—did you write this statement down?      A. Yes, sir.

Q. Did I read the statement to you as I wrote them down?      A. Yes. [94]

Q. Did you sign your name to the end of the statement as being correct as nearly as you could state?      A. Yes, sir.

Q. Having traveled so often upon that boat for that length of time, you were aware of the nearness of the water to the outside of that door?

A. Yes, sir.

Q. Was Early aware of that fact?

Mr. DICKSON.—I object to that question; this



(Testimony of Alva Moss.)

witness could have no knowledge of what Mr. Early was aware of.

The COURT.—Objection sustained.

Mr. COONAN.—Q. Do you believe at this time that your recollection in February of this year was better than it is to-day?

A. I do not remember whether it is any better or not.

Q. It was closer to the time of the accident?

A. Yes, sir.

Q. Do you remember or not whether your recollection is better to-day?

A. I was not paying any attention to it at that time; I was not thinking anything about; I forgot all about it.

Q. Did you notice upon that occasion that the bar was not up when you closed the door?

A. Yes, sir.

Q. Do you know which hand Early used in opening that door, in assisting you to open that door?

Mr. DICKSON.—He does not say that.

Mr. COONAN.—He has said that after it was stuck, that Early assisted.

Mr. DICKSON.—Q. He assisted in opening the door?

Mr. COONAN.—Q. Did Early assist you, or did Early assist anybody in touching that door until it was entirely open?

A. He came over about the time it got stuck, and took hold of the door; he tried to shove it; I don't

(Testimony of Alva Moss.)

know whether it was full open or not.

Q. He took hold of the door, did he?

A. Yes, sir.

Q. Do you know which hand he used in pushing against that door? [95]

A. It must have been his right hand.

Q. Did you state to me on February 14th that you did not know whether he used his left hand or his right hand? A. Yes, sir.

Q. Did you step back when Early came to push upon the door? A. Yes, sir.

Q. Do you know what part of the door Early got hold of?

A. He must have got hold of the handle.

Q. Do you know what position Early fell back into the water in? A. He went over backwards.

Q. Did he make any motion with his arms?

A. His arms went up in the air, as he went back.

Q. Do you know of a time when the door was open and the bar was not up? A. No, sir.

Q. The bar was always up when the door was open: Is that correct? A. Yes, sir.

Q. I will hand you this paper (handing). Is that your signature? A. Yes, sir.

Q. Did you write that (indicating)?

A. Yes, sir.

Q. You signed that? A. Yes, sir.

Q. After I had read it to you? A. Yes, sir.

Q. Did you make this statement upon that occasion: "When the door was closed the bar was sometimes down. I remember that it was some-

(Testimony of Alva Moss.)

times down?" A. Yes, sir.

Q. Did you so testify to this court? A. Yes, sir.

Q. That you remember of no occasion upon which the bar was down and the door was closed?

A. It might have been down at some time.

Q. Then your statement made to me on the 14th day of February, 1916, that you did remember sometimes when the door was closed and the bar was down, is not correct? A. Yes, sir.

Mr. DICKSON.—I object to that on the ground that the statement is [96] not correct.

The COURT.—The objection is overruled.

Mr. DICKSON.—Exception.

Mr. COONAN.—Q. Did Early ever assist you in opening the door prior to this occasion?

A. No, not that I know of.

Q. Did you make this statement to me: "I believe Early and I opened the door together before this time." A. He might have.

Q. You are not willing to say it is incorrect?

A. No, sir; every one of the boys opened that door.

Q. You stated to me: "I believe Early and I opened the door together before this time?"

A. Yes, sir.

Q. Do you now state that your statement upon that day was correct?

A. He must have helped me open it.

Q. Do you know that it was this man Nick's duty to close that door and put up the bar?

A. I don't know what his duty is.



(Testimony of Alva Moss.)

Q. Did you ever see the other deck-hand do that?

A. Not that I know of.

Q. You threw a life-preserver to Early?

A. Yes, sir.

Q. You made the statement upon your direct examination that no small boat was lowered, you did not see any effort made to lower a boat; upon which deck were you at the time immediately after the accident?

A. I was right outside on the lower deck.

Q. First, you went on the upper deck?

A. Yes, sir.

Q. Is that boat on the upper deck?

A. The lifeboat?

Q. Yes.      A. Yes.

Q. Or the Texas deck, where the captain's cabin is?      A. Yes, sir.

Q. Were you away up on top?      A. Yes, sir.

Q. Were you able to see, in the position where you were, whether a boat was prepared to be lowered?

A. No, sir.

Q. So that you are not in a position to state whether any preparations were made to lower a lifeboat?      A. I didn't see any. [97]

Q. That is the extent of your testimony?

A. Yes, sir.

Q. You made a statement to the effect that no effort was made to rescue Early after he fell overboard. Is it not a fact that the boat was stopped?

A. It stopped and went backward.

Q. Did it occur immediately after the accident?

(Testimony of Alva Moss.)

A. A short time after.

Q. How far would you say that the boat proceeded?     A. About a block or two.

Q. Which one are you going to take?

A. I never paid any attention to it.

Q. You really do not feel that you can state the distance?     A. It was a block at least.

Q. That is, 100 yards?

A. I don't know; a block.

Q. Then, did it go back to the place where Early fell overboard?

A. It went back a ways; I don't know as it went back as far as where he fell overboard.

Q. Did the boat stay there a while?

A. Yes, sir.

Q. Did you see anything of Early after you went back?     A. No, sir.

Q. Did you go up to the upper deck before the boat began to back?     A. Yes, sir.

Q. You did not see anything of Early after that time?     A. No, sir.

Q. After the boat backed away as far as it backed, you did not see anything of Early?     A. No.

Q. You did not know where he was?

A. No, sir.

Q. You could not see from the top of the water, there was not any of his clothing upon the top of the water?     A. No, sir.

Q. In regard to the statement that no effort was made to rescue Early, I will ask you if you ever have been a seafaring man?     A. No, sir.

(Testimony of Alva Moss.)

Q. Have you any knowledge of how to handle a boat?     A. No, sir.

Q. Have you had any experience in handling a boat in the case of [98] an accident?

A. No, sir.

Mr. DICKSON.—All this line of examination is objectionable.

The COURT.—You asked him if any effort at all was made to rescue Early, and he said none that he saw. You can ascertain whether he would recognize an effort if he saw it.

Mr. COONAN.—Q. Do you feel that you are in a position to know whether an effort was made to rescue this man?     A. I didn't see anything.

Q. You did not see anything done that you recognized as an effort?     A. No, sir.

Q. You do not claim to be a sea-faring man?

A. No, sir.

Q. This is your first experience on board a boat in case of an accident?     A. Yes, sir.

Q. Have you ever been instructed by the deck-hands not to open that door?     A. No, sir.

Q. You have never been instructed by the deck-hands not to open that door?     A. Not the door.

The COURT.—Q. Why do you say not the door?

A. Nobody said anything to us about opening and closing the door.

Q. What did they used to say to you?

A. They used to tell us to leave the bar alone.

Mr. COONAN.—Q. You said that they bid you at times to leave the bar alone?     A. Yes, sir.



(Testimony of Alva Moss.)

Q. Did they have reference to that bar when it was lying on the deck of the ship, or when it was up, covering that opening?

A. They used to tell us not to take the bar out.

Q. Did they ever state that to you when the door was closed?     A. I don't remember.

Q. Did they make that statement to you every time, or when the bar covered the opening, when the bar was covering that opening and the door was opened, shoved back, and the space would be [99] underneath, was it not upon those occasions that the deck-hand simply told you not to lean on the bar?

A. Yes, sir.

Q. They did not say that to you when the bar was down and the door closed?     A. Not that I know of.

Q. Going back to this statement that you did not see any effort made to rescue this man: You did testify that the boat was stopped?     A. Yes, sir.

Q. Do you recognize the stopping and backing of this boat as an effort to rescue the man?

A. Yes, sir.

Q. Then do you wish to change your statement that no effort was made?     A. Yes, sir.

Redirect Examination.

Mr. DICKSON.—Q. Can you state, Mr. Moss, just about what position relative to the streets of Eureka that Mr. Early fell over; to explain that, the streets of Eureka run down to the waterfront perpendicularly to the line of the waterfront. This accident occurred opposite the foot of what street?

A. The Occidental Mill.

(Testimony of Alva Moss.)

Q. Was it right opposite the Occidental Mill?

A. It may have been up a little.

Q. B Street, if extended, would strike the water's edge just about where this accident occurred?

A. Yes, sir.

Q. That is true, is it not?      A. Yes, sir.

Q. Is it not a fact that the "Antelope" was not stopped after the accident occurred until she got opposite the foot of D street?

A. A block after he fell over.

Q. Have you a clear recollection just what street the boat was opposite when she did stop?

A. No, sir.

Q. Then you do not know whether she went one block or two blocks?      A. No, sir. [100]

The COURT.—I understand the testimony of this witness is that it was at least a block.

Mr. DICKSON.—Q. After he fell into the water you ran back to get a life-preserver?      A. Yes, sir.

Q. And you threw it out to him?      A. Yes, sir.

Q. How far was the boat away from Early when you threw the life-preserver; were you able to throw it clear to him?      A. No, sir.

The COURT.—He said in his direct examination he was not able to throw the life-preserver to him.

Mr. DICKSON.—Q. Can you say about how far the boat was from him when you threw that to him?

A. Pretty near back to the end of the deck.

Q. That is back from the center way of the boat, back opposite the stern-wheel?      A. Yes, sir.

Q. Then did you watch him from the lower deck

(Testimony of Alva Moss.)

after throwing the life-preserver?      A. Yes, sir.

Q. He remained on the surface some little time, didn't he?      A. Yes, sir.

Q. How far back could you see him, was he still in sight when you left the lower deck?

A. Yes, sir.

Q. He was still in sight?      A. Yes, sir.

Q. Could you see him plainly, or rather dimly?

A. I seen him plainly.

Q. About how far back of the boat was he when you left the lower deck?

A. A little bit in back of the boat; he started to drift around in back of the boat; and then I went upstairs.

Q. Then you went around up the stairway onto the upper deck?      A. Yes, sir.

Q. Did you try to see him from the upper deck?

A. Yes, sir.

Q. By the time you got up there you could not see him?      A. No, sir.

Q. There was nothing in sight at that time?

A. No, sir. [101]

Q. How far had the boat gone then, from where the accident occurred, had it gone as far as a block?

A. I could not see George; he was not in sight; I did not pay any attention how far the boat had gone.

Q. Going back to this door, you say it was the custom for Nick, the deck-hand, to close the door and put up the bar before leaving the Samoa side?

A. Yes, sir.

Q. In summertime, or clear weather, was it the



(Testimony of Alva Moss.)

custom to have it open or closed?

A. They used to have it open.

Q. And on those occasions the bar was up?

A. Yes, sir.

Q. What can you say as a general rule on the voyage over as to having that door open or closed?

A. It used to be open. When the door was open the bar was there. We used to close the door when it was cold.

Q. You would close the door for your own protection? A. Yes, sir.

Q. It was your regular station each night, right by that door? A. Yes, sir.

Q. It was the regular custom of the passengers to open that door as you approached the Eureka side?

A. Yes, sir.

Q. When that door was open you were in a position to see whether the bar was up or down?

A. Yes, sir.

Q. On these occasions when the door was closed and you saw it opened as you neared the Eureka side, would the bar be in place? A. Yes, sir.

Q. When you first started to open the door on this particular night, you were alone, were you not, pulling on the door alone?

A. No, sir, I started to take hold of it alone.

Q. And pulled it back to the point where it stuck?

A. Another fellow was there, Whelihan.

Q. You and he opened the door to the point where it stuck? A. Yes, sir. [102]

Q. That was one foot or two feet from being en-

(Testimony of Alva Moss.)

tirely open?      A. Yes, sir.

Q. When the door stuck, then it was that Early got up to give you a hand?      A. Yes, sir.

Q. Do you know what it was that caused Early to fall into the water?      A. No, sir.

Q. You did not see him until he had fallen, and had reached or nearly reached the water?

A. I see him when he struck, when he fell, when he left the boat.

Q. You saw him in the act of falling?

A. Yes, sir.

Recross-examination.

Mr. COONAN.—Q. You said that when you would open the door on arriving at the Eureka side you could always see the bar in place; is that correct?      A. Yes, sir.

Q. You did not have any trouble in seeing whether it was there?      A. No, sir.

Q. It is a big bar?      A. Yes, sir.

Q. How wide is it horizontally?

A. Five or six inches.

Q. Upon this particular occasion, the light was sufficient, was it not, to see the bar if it was there?

A. Yes, sir.

Q. And you observed that it was not there when you opened the door?      A. Yes, sir.

Mr. DICKSON.—Q. Had it become a fixed habit of a number of you boys, you and Early and Whelihan, to stand upon or lean up against that bar?

A. Yes, sir.

Q. That was your usual station, night after night,

(Testimony of Alva Moss.)

when you came across?     A. Yes, sir.

Q. And no objection was offered to your doing that by the officers of the boat?     A. No, sir.

Q. You just got into the habit of doing that?

A. Yes, sir.

Q. On most occasions that door would be open, and you simply used that as a smoking or lounging place?     A. Yes, sir. [103]

Mr. COONAN.—Q. How far outside the door is the bar?     A. About that far (indicating).

Mr. DICKSON.—How far is that?

A. Just so the door can close in front of it.

The COURT.—Q. An inch or two?

A. Yes, sir.

Mr. COONAN.—Q. When you shoved on that door, were you the inside man, were you the man that was nearest to the center of the ship, did you just shove on the inside of the door, or how did you do?

A. Right beside it. I just got hold of the door, and the door ran alongside of me.

Q. So that you were right this way (indicating)?

A. Yes, sir.

Q. You shoved on the inside?     A. Yes, sir.

Q. Where did Early shove?

A. I don't remember where he shoved.

Q. Didn't you tell me on the 14th of February that he shoved from over your shoulder?

A. I might have; did I say he did?

Q. Anyway, he did not shove on the inside of the door?     A. I don't know where he pushed.

Q. He was behind you?



(Testimony of Alva Moss.)

A. He did not come over at all until after the door got stuck.

Q. Did you notice the position that he took?

A. No, sir.

Q. Do you know whether or not he was directly behind you, or whether he was on the inside?

A. No, sir.

Mr. DICKSON.—Q. As to your observing him falling into the water, what was his position when he fell?

The COURT.—He said he fell backwards.

(A recess was here taken until two P. M.) [104]

#### AFTERNOON SESSION.

ALVA R. MOSS, recalled for further cross-examination.

Mr. COONAN.—Q. Do you know what the condition of the tide was this evening that Early lost his life? A. No, sir.

Q. You do not know whether it was high or low tide at that time? A. No, sir.

The COURT.—We have the tide tables; they will tell us that.

Mr. COONAN.—All right; I am going to bring it out from another witness.

#### **Testimony of Joseph Whelihan, for Claimant.**

JOSEPH WHELIHAN, called for the claimant, sworn.

Mr. DICKSON.—Q. What is your full name?

A. Joseph Whelihan.

Q. You reside in Eureka? A. Yes, sir.

(Testimony of Joseph Whelihan.)

Q. Where were you employed on the 15th day of January, 1915?

A. In the Hammond Lumber Company, at Samoa.

Q. How long prior to that time had you been working for the Hammond Lumber Company?

A. About five years.

Q. During those five years, did you make your residence in Eureka?

A. No, sir, I lived in Samoa for awhile.

Q. How many years prior to the 15th day of January did you make your residence in Eureka?

A. Three years.

Q. During those three years you crossed and recrossed Humboldt Bay to and from your work on the steamer "Antelope"?

A. Yes, sir, on the steamer "Antelope."

Q. You had a regular monthly ticket?

A. Yes, sir.

Q. Was this the usual form of ticket that was issued?

A. That was the style for about two years, I should judge. They had a regular ticket, then they changed; then this has been going for about three years. [105]

Q. This style was in vogue at the time of the accident?

A. That style was in vogue at the time the accident occurred.

Mr. DICKSON.—I will offer this in evidence.

(The ticket is marked Claimant's Exhibit "B.")

Q. Were you a passenger on the steamer "Ante-

(Testimony of Joseph Whelihan.)

lope'' on the evening of January 15, 1915?

A. Yes, I was.

Q. Where were you sitting on that evening?

A. About three feet from the door.

Q. That is, the door opening from the lower deck out to the water? A. Yes, on the lower deck.

Q. Were you acquainted with Mr. George Early?

A. Yes, sir.

Q. How long prior to the time of the accident had you known him?

A. About three years, I guess, somewhere around that.

Q. It was the regular custom, was it not, for you and Mr. Early and Mr. Moss and other of you young fellows that were friends, to sit around or near this door?

A. We always got close to the door, we were the first ones to open it, always.

Q. Was it the regular practice to open that door on approaching the Eureka side, if the door happened to be closed? A. Yes, sir.

Q. It was opened by some one of you boys?

A. By one of us fellows, yes, sir.

Q. Was any objection ever offered to that custom by the officers of the boat?

A. Nothing was said, nothing said about opening the door, whatever.

Q. And they had seen you open that door frequently?

A. They always seen us; we always did it.

Q. Before leaving the Samoa side, as a rule, was



(Testimony of Joseph Whelihan.)

that door closed or was it open? I am not talking about this particular night, I am talking about the general custom.

A. Sometimes the door was open; and there were times it was not, according to the way the weather was. [106]

Q. When the door was left open, did they have the bar in place? A. The bar was always in.

Q. The bar was always in?

A. Except that night of January, 1915; it was not in that night, that I know of.

Q. Who was it that fixed that bar in place, and closed the door, if it was closed?

A. Nick Muster, as a general rule, when he was there he always did it.

Q. He was one of the deck-hands?

A. Yes, sir, a deck-hand.

Q. There was only one other deck-hand beside Nick on the boat? A. Yes.

Q. If the door was closed on leaving the Samoa side, would Nick put up the bar in addition, whether the door was open or closed, was the bar up?

A. He always put it up; he always made it his duty to put it up.

Q. You remember the night of the accident, do you? A. I do.

Q. Tell the Court in your own language just what happened that night, can you? A. I can, yes.

Q. Just tell the court.

A. We had been talking about a trip to Indian Prairie the following day; it was Saturday, and we

(Testimony of Joseph Whelihan.)

figured on going up there. George spoke up and said he would like to go along with us fellows, so we kind of talked it up together, and we said we would go a short time afterwards; the whistle blew and my brother and myself opened the door, got it open within a foot and George, he goes up and he goes to help them. They got it open. Then he goes to lean back and he went out into the water. I watched him until he got past the boat, then I ran up.

Q. Was the bar up that night?

A. No, it was not.

Q. You mean leaned towards where the bar should have been?

A. Yes, sir; then he took the door like this here, and then he went over; I didn't see him again.

Q. He was facing the inside of the ship and with his back to the— [107]

A. (Intg.) With his back to the bar.

Q. Was Nick on the boat that night?

A. He was not on the boat; he was in the hospital.

Q. Had any man been employed to take his place?

A. I am pretty sure there was a young fellow about 22 or 23 years of age.

Q. He was not on the boat that night?

A. I cannot exactly swear to that, I am pretty sure the old fellow was taking Nick's place, and the young fellow took the old man's place.

Q. Do you remember whether or not the young man was there that night?

A. I am pretty certain that he was, although if he

(Testimony of Joseph Whelihan.)

was not, it was just a day or two afterwards that he was on.

The COURT.—Why do you go into this? It is conceded that he was not.

Mr. DICKSON.—Q. Was it not the custom of the boys to open that door if it happened to be closed, regularly, on the way over?

A. We always did it just about the time the whistle blew; it blew about opposite the Occidental Mill, so as the whistle blew us fellows would go up and open the door.

Q. Was there any objection to that?

A. They never said a word about opening the door; they gave us the dickens for taking out the block.

The COURT.—You mean the bar?

A. Yes, that bar that went on the outside.

Mr. DICKSON.—Q. When Early fell into the water, did he sink or float?

A. He went down to about here (indicating). The last I saw of him, he got in back of the boat and we could not see him.

Q. You could not, when he went in behind the stern wheel? A. Yes, sir.

Q. Then what did you do? A. I ran upstairs.

Q. Was he still in sight, when you got on the upper deck?

A. I could not see him at all; some of the fellows said they saw him. [108]

Q. You tried to see him? A. Yes, sir.

Q. But you could not see him? A. Yes, sir.



(Testimony of Joseph Whelihan.)

Q. Some of the other passengers tried to point him out to you?     A. Yes, sir.

Q. How far did the ship go from the point where he tripped overboard, until she stopped?

Mr. COONAN.—That is objected to; there is nothing in the answer relative to negligence after the accident.

The COURT.—The objection is overruled.

Mr. COONAN.—Exception.

The WITNESS.—About two blocks; it was about B Street where he went in; he went in at B Street.

Q. That is, opposite B Street?     A. Just about.

Q. A distance of about 600 feet?     A. Yes, sir.

Q. Then when the “Antelope” stopped, what did she do?

A. She made about a half turn; then she drifted with the wind and tide; the tide was going; the wind was blowing kind of a northeast or nothwest corner, kind of back, and she drifted along.

Q. Was there any small boat lowered?

A. No small boats lowered then.

Q. Was any whistle blown by her?

A. If they blew, they were blown later; I could not hear them.

Q. If they had blown a whistle you would certain have heard it?     A. I certain would.

Q. Was it the custom of the boys to lean up against and sit upon that bar on the way over?

A. We done it quite often.

Q. There was never any objection offered to that by the officers of the boat?

(Testimony of Joseph Whelihan.)

A. They never said anything; they gave us the dickens for getting under the bar, outside the boat.

Q. They had frequently seen you leaning and sitting upon the bar?     A. Yes, sir. [109]

Mr. COONAN.—That is objected to as leading.

The COURT.—The objection is sustained.

Mr. DICKSON.—Q. I will ask you whether or not there were any officers, working men of the boat, near you on many occasions when you would be leaning against and sitting upon the bar?

A. They were always upstairs, as a general rule; except very seldom, when they were downstairs. The tide would have to be awfully low before they would come downstairs.

Q. They kept no watchman there by the door?

A. No, no watchman downstairs at all.

Q. As soon as George fell overboard was an outcry raised by the passengers?     A. There was.

Q. The engineer's post of duty was right near where he fell?

A. Yes, sir, about as far as from here to right there (indicating); so the fellows yelled to him, then they grabbed up life preservers and threw them over. At that time I should judge they were about that close to him, from that chair to the lamp, there.

The COURT.—Q. Close to whom, to Early?

A. Yes, sir.

Mr. DICKSON.—Q. That was when they threw the first life-preserver?

A. Yes, sir. He had a bucket strapped to his arm, and he had his overcoat buttoned up.

(Testimony of Joseph Whelihan.)

Cross-examination.

Mr. COONAN.—Q. Were you and Early pals?

A. Just mere acquaintances, you might say.

Q. You were very friendly, were you not?

A. Just that way; just on the boat; I never was out with him.

Q. You traveled together on the boat, going across and returning? A. Yes, sir.

Q. Did you take trips together?

A. Only on the boat, going to and from Samoa.

Q. Did you ever make any trips out in the country? A. No, sir. [110]

Q. You planned to make some trips with him?

A. That was the first time; we planned going to Indian Prairie.

Q. You said that no objections were made to your opening the door.

A. Never; never any objections to opening the door.

Q. There were, however, objections made to your taking down the bar?

A. Before landing, yes, sir.

Q. Did you boys make a practice of taking down that bar?

Mr. DICKSON.—That is objected to as incompetent, irrelevant and immaterial.

The COURT.—Objection overruled.

A. We always took it down, when we landed.

Mr. COONAN.—Q. In spite of the objections that were made by the ship's officers, you did do that?

A. They never objected after landing; it was be-



(Testimony of Joseph Whelihan.)

fore landing that they objected.

Q. How far down the bay would you be; what distance would you be, when you would take this bar down?

A. They never took it down before they got within, I should judge, from me to Mr. Dickson from landing, when they took it down.

Q. What was the occasion for their objection?

A. I suppose they were afraid the fellows would fall overboard; I never asked them.

Q. They did make that objection that you speak of?

A. Yes, never take out the bar and stand on the outside of the boat; stand inside; they did not say where.

Q. They did say stay inside of the bar?

A. Yes, sir, that was the rule of the boat, to stay inside.

Q. To stay inside?      A. Yes, sir, stay inside.

Q. Do you know of any reason why both the bar would be up and the door closed?

Mr. DICKSON.—That is objected to as calling for the conclusion of the witness. [111]

The COURT.—Yes, the objection is sustained.

Mr. COONAN.—Q. Did you say that you heard a whistle blow upon this occasion?

A. I heard no whistle blow at all.

Q. I mean, for the landing?      A. Yes, sir.

Q. What position was the boat in at that time, how far down the bay?

A. She was about to D street when they blew the

(Testimony of Joseph Whelihan.)

whistle, a little bit before that; just a little before that, about G street it would be, about three blocks.

Q. Do you know what the condition of the tide was at that time?     Q. She was going out.

Q. She was low?

A. Medium high, I judge; I did not pay any attention to the tide at that time, at all.

Q. How far did the boat proceed, after the accident occurred?

A. About two blocks, after he fell out of the boat, she went about two blocks.

Q. You would say she almost went to F street?

A. No, to G street.

Q. Did she go to G street before she stopped and backed?     A. No, sir.

Q. She had gone beyond F street?

A. She went to F street—

Q. (Intg.) The accident occurred a little further down the bay, at B street?

A. At B street, is where the accident occurred.

Q. Then she proceeded as far as D street, before she backed?

A. Yes, sir, then they gave her a half turn; she came to a stop at D street, when she drifted with the tide; then she went all the way to where he went overboard.

Q. How long was she stopped there?

A. About 25 minutes, I should judge.

Q. How many minutes, would you say that it was after the accident occurred, that the "Antelope" came to a full stop?

(Testimony of Joseph Whelihan.)

A. I cannot tell you that exactly. [112]

Q. One minute?

A. More than that; three or four minutes, somewhere around there.

Q. Would you say as many as four minutes?

A. I cannot tell you the exact time; I never pulled a watch on it.

The COURT.—You cannot impeach the witness, if he says from B to D, and have him establish the time.

The WITNESS.—I cannot tell the exact time; the only way to tell that would be to look and see; I never looked at my watch to see.

Mr. COONAN.—Q. After you proceeded up the bay to the landing place, did you boys go out the lower deck that evening?

A. Yes, sir; we went out the lower deck.

Q. You did not go up onto the upper deck?

A. No, sir.

Q. Which way did the “Antelope” turn, after she had stopped, with her nose toward the north, or her nose toward Eureka?

A. The stern was facing toward the island, that would be kind of a northerly direction, her nose facing Eureka; just a half turn.

Q. Her nose was closer to Eureka then—

A. (Intg.) Her stern was pointing to Gunthers Island.

Q. In what condition was she when she backed?

A. She was drifting in that way.

Q. Did you see these boys open the door?



(Testimony of Joseph Whelihan.)

A. Yes, sir; I was standing almost within reaching distance of them.

Q. Was anybody handling the back of it at that time; was Early back of you?

A. My big brother and myself opened the door until we got it within a foot of open; then George gave a shove on the door, and they got it out; then he stepped back about a foot. Then he went to lean up against it, but there was no door there.

Q. Did he stay out upon the guard-rail?

A. No; just like he was leaning for that door, but the door was not there.

Mr. DICKSON.—I move to strike the answer out.

The COURT.—Objection overruled. [113]

Mr. DICKSON.—Exception.

Mr. COONAN.—Q. Did you see him step out upon the guard-rail after the door was open?

A. It looked like he never got that far at all. It looked like he just went over backwards, expecting the door there, but it was not there.

Mr. COONAN.—I move to strike that answer out.

The COURT.—The motion is denied.

Mr. COONAN.—Exception.

Q. Did you see him looking toward the rear of the boat, on the outside of the boat?

A. He did not look that way.

Q. You testified, if I understand you correctly, that the bar was always up, whether the door was open or closed? A. Yes, sir.

Q. Did you ever close that door yourself?

A. No, sir, never myself.

(Testimony of Joseph Whelihan.)

Q. You have never seen that door closed, and opened it, and remarked upon the fact that the bar was not up?

A. No, sir; when the door was open or closed, the bar was always up, except January 15, 1915, it was not up at that time.

Q. When you said that you had lived in Eureka for three years, do you mean three years prior to January 15, 1915?

A. I was living in Eureka four years; four years the third of July, this month. It was from January to the third of July last year, I lacked a year at that time.

Q. You said that Nick Munster was the man who always placed the bar in when you saw it placed in?

A. Yes, sir.

Q. You had never seen the other deck-hand put that bar in?

A. Not that I know of; I never seen anybody else ever do it.

Q. Did you state that it was the manner and custom for you boys to lean up against that bar, to always sit upon it?

A. We never sat upon it; we would lean upon it kind of in this fashion. [114]

Q. You would lean over it, facing the water?

A. Yes, sir.

Q. Upon this evening could you see that the bar was not up?

A. I seen that it was not up. I did myself, but George never looked for it.

(Testimony of Joseph Whelihan.)

Q. Did you remark upon that fact to any person at that time?     A. No, sir, I did not.

Mr. COONAN.—I move to strike out that part of his last answer, that George did not see it, as being voluntary upon the part of the witness.

The COURT.—Let it go out; the question was, did he see it. He said that George did not see it.

Mr. DICKSON.—Q. You say your brother and Moss had the door nearly open, that is, within one foot?     A. Yes, sir.

Q. Before George got up?

A. George got up then and helped us; they opened it.

Q. He had been sitting on the back of the boat?

A. Yes, sir; he was sitting down.

Q. And then when he got up to offer assistance to them, his back was toward the water, and he was facing the front of the boat?

A. Yes, sir, his back was toward the water.

Q. In that position, he fell?     A. Yes, sir.

Q. Did this guard-rail—how wide is it?

A. It is about so wide; it catches me right here, in the small of the back.

Q. You are speaking of the bar?     A. Yes, sir.

Q. From the outside of the water's edge, there is a little, narrow ground-rail down on the level with the deck, right where his feet would come?

A. About that wide, I judge.

The COURT.—Q. A little over a foot?

A. About half a foot.

Mr. DICKSON.—Q. So that a person, in falling



(Testimony of Joseph Whelihan.)

through the doorway, would fall immediately into the water, without touching any guard-rail?

A. It is pretty sure he would fall in the water without [115] touching that rail at all.

Q. In other words, if he fell through the door, he would fall immediately into the water?

A. Yes, sir.

Q. After the accident happened, you heard no whistle blow?     A. I heard no whistle blow.

Q. Did you see any steam launch at that time, near the "Antelope"?

A. There was one around in the beacon; there was one around in the beacon.

Q. That would be just behind her?

A. That would be three or four city blocks, around in there; about three city blocks, I cannot tell you exactly.

Q. Was the steam launch going behind the "Antelope," or coming toward the "Antelope"?

A. Coming toward the "Antelope," yes.

Q. And not over three city blocks behind the "Antelope" when the accident occurred?

A. I say about that; I don't know exactly.

Q. Was any signal of any kind given to this steam launch?     A. Not that I heard of.

Q. Do you know whether or not there was any other launch in the immediate vicinity?

A. I don't know whether there was any other launch in the vicinity or not.

Q. This launch that was behind, she was a small

(Testimony of Joseph Whelihan.)

gasoline launch that could be handled quickly, rapidly?

A. Yes, sir; it was the "Sally Sea," I think.

Q. How long a boat is she?

A. She is about the size of the "Wauwinett."

Q. Give us an idea in feet of her length.

A. She is about 30 feet I should judge, long; and about eight or ten feet wide; somewhere around there.

Q. She is a small gasoline launch?

A. Yes, sir. [116]

Cross-examination.

Mr. COONAN.—Q. Which arm did you say Early was carrying his lunch-basket on?

A. I think it was his left arm.

Q. Which hand was he pushing with?

A. His left hand; he was pushing with his left hand, I am pretty certain.

Q. He had his lunch-box in his left hand?

A. Either in his hand or over his shoulder.

Q. Was he pushing outside, or was he on the inside of the door?

A. He was on the inside of the door.

Q. He was pushing immediately back of the door?

A. Kind of in that fashion; in between the other two fellows.

Q. There was a fellow on the outside of him?

A. Yes; there was at the time; but he stepped back, he stepped back to one side a little bit, and then backed up.

Q. Was the fellow on the outside of where the bar

(Testimony of Joseph Whelihan.)

would have been, if he had been in place?      A. No.

Q. On the inside?      A. Yes, sir.

Q. There were three fellows who were pushing on the door at one time?      A. Yes, sir.

Q. Early was between Moss and your brother; is that correct?

A. Yes, sir; with his arm outstretched, that way.

Q. He was on the outside; where was your brother?      A. I cannot tell you.

Q. Somebody was on the outside?

A. I think Moss was on the outside; and my kid brother on the inside; I am not certain about that; I am pretty sure of it.

Q. Was Early pushing with his right hand or left hand?      A. Right hand, I guess.

Q. Did he push on the door with his left hand?

A. Yes, sir, that way. [117]

Q. Is it not a fact that with one man on the outside, that Early, the first one on the inside, that the man would have to be inside?

A. Here is the door right here; this fellow got up here; this fellow got up here. You can push the door without being on the outside of that door very easily.

Q. In other words, you figure that two men, maybe three men, can push that door at one time, and that one of them will not be across the line that door makes, if the door is in place?

A. I certainly do; I can push it very easily. Me and my brother was on the inside; he grabbed the door and shoved the door; the third fellow was in



(Testimony of Joseph Whelihan.)

there. George was right in the middle.

Q. You stand here, and suppose the door was running this way (indicating). You were on the inside? A. Yes, sir.

Q. Early was right back here, pushing this way?

A. Yes, sir.

Q. Another man would have to be over here?

A. Right here.

Q. This is where the bar runs, how far is that?

A. The bar would be about that far. The man that is on this side will not be very far; they are just as close as this here. He just takes it like this, and shoves it that way. My kid brother was right here.

Q. You estimate the "Sally Sea" to be about 30 feet long?

A. About that; I am not much at estimating.

Q. You are not very good at estimating?

A. No.

Q. Then the distance the "Antelope" may have gone, may have been a little shorter than two blocks?

A. No shorter than two blocks.

Q. At least two blocks?

The COURT.—That is his estimate; he fixes it at two blocks, B to D streets.

The WITNESS.—I don't know just how far the beacon is from B street.

Mr. DICKSON.—Q. You were speaking just now of the "Sally Sea" [118] being around the beacon? A. Yes, sir.

Mr. COONAN.—Q. Where were you where you could see the "Sally Sea"?

(Testimony of Joseph Whelihan.)

A. On the top of the boat. Right after he went over, I went upstairs to see if I could see him; I seen the boat out there then.

Q. How far is it from D street to the beacon?

A. I cannot tell you; about three blocks.

Q. You judge it to be about three blocks?

A. Yes, sir.

Mr. DICKSON.—Q. On opening the door: You say there was a handle on the inside?

A. Yes, sir.

Q. And one of the men had hold of the handle?

A. My kid brother.

Q. When the door stuck, George arose to assist you?

A. Here is the door, right here; Alva is here; this here fellow in between is Early.

Q. All inside of where the bar would have been?

A. Yes, the whole three; when George left go the door, he stepped back this way, to lean up against the door, I judge.

Mr. COONAN.—I move that the last part of the answer go out.

The COURT.—Yes.

Mr. DICKSON.—Q. When George's hand came off the door, then his back was towards the water?

A. Yes, sir.

The COURT.—He stepped back and fell into the water.

Mr. DICKSON.—I want to understand his testimony; that is all.

**Testimony of Otto Johnson, for Claimant.**

OTTO JOHNSON, called for the claimant, sworn.

Mr. DICKSON.—Q. What is your name?

A. Otto Johnson.

Q. Your residence is in Eureka? A. Yes, sir.

Q. Where were you employed on the 15th day of January, 1915?

A. At the Hammond Lumber Company, at Samoa.

Q. Prior to the time—how long had you been employed with the Hammond Lumber Company?

A. It has been three or four weeks. [119]

Q. During that time, did you cross Humbolt Bay on the steamer “Antelope” going to and from your work? A. Yes, sir.

Q. Were you on the steamer “Antelope” the night of January 15, 1915, when the accident occurred to young Mr. Early? A. Yes, sir.

Q. Where were you sitting at that time?

A. I was laying on the floor.

Q. On the lower deck of the “Antelope”?

A. Yes, sir.

Q. Near the large door? A. Yes, sir.

Q. How far were you sitting from the door, when Early fell through?

A. Oh, about a couple of feet.

Q. Did you see the way the accident occurred?

A. Yes, sir.

Q. Tell the Court what you saw relative to the happening of the accident.

A. I came in kind of late; we had to work late that night, so I came in late, and laid down on the floor.



(Testimony of Otto Johnson.)

I went down on the lower deck. The boat went out like it used to. When it came to this side, some of the young fellows there opened the door, and I thought it was kind of half off. Them young fellows and George Early helped it along, shoved it up. I looked up and saw he was standing looking backwards, where he came from, standing a little out, and he kind of lost his balance sideways, and went into the water, with his lunch basket and what he had in his hand, and his overcoat on; over in the water he went.

Q. On this particular night the bar was not up?

A. No, sir.

Q. Before that time, had that bar always been up there?

A. Well, I have not seen it down the short time I had been there.

Q. All the time you had been there, all the times you rode back and forth on the boat, that bar was up, whether the door was closed or open?

A. I never noticed it any other way.

Q. Were those boys in the habit of opening that door as they approached this side?

A. Well,— [120]

Q. (Intg.) As a regular thing? A. Yes, sir.

Q. You were watching Early, you could see him from the time he arose off the floor to give the other boys a hand with the door? A. Yes, sir.

Q. They had the door nearly opened, before he got up? A. Yes, sir; pretty near.

Q. Then could you see him when he went over

(Testimony of Otto Johnson.)

backwards?      A. Yes.

Mr. COONAN.—I object to this, this witness has not testified that he went over backwards.

The WITNESS.—Kind of leaned to sidwards and backwards, both.

Q. Kind of leaned sidwards and backwards?

A. Yes.

Q. He had the appearance to you of being about to lean against something?

Mr. COONAN.—That is objected to as calling for his conclusion.

The COURT.—Q. Which way does this door slide, towards the stern, the stem?

Mr. COONAN.—It slides toward the stern.

Mr. DICKSON.—Q. Which way did that door slide?      A. Back.

Q. Towards the stern of the boat?      A. Yes, sir.

The COURT.—On the starboard side?

Mr. COONAN.—Yes.

Mr. DICKSON.—Q. Did you see Early after he was in the water?      A. Yes, sir.

Q. Did he sink, go down and come up again?

A. He was down about that far.

Q. Was an outcry immediately raised by the passengers; did they shout, “Man overboard”?

A. Yes, sir.

Q. How far were they from the engineer’s room?

A. I don’t know; they were running all over, it looked to me.

Q. Running all over the boat?      A. Yes, sir.

Q. Were any small boats lowered?

(Testimony of Otto Johnson.)

A. I did not see any. [121]

Q. After he fell in the water you heard no whistle blown, nor alarm given of any kind? A. No.

Cross-examination.

Mr. COONAN.—Q. Mr. Johnson, when the door was opened upon this occasion, did you see that the bar was not up? A. The bar was down.

Q. You noticed it at that time? A. Yes, sir.

Q. After Early helped close the door, did he step back, or step or walk?

The COURT.—He did not see him close the door.

Mr. COONAN.—Q. You saw him shove against the door: After he pushed against the door to help open it, did he step back or step, or walk?

A. He stepped back, and looked backwards.

Q. Did he look backwards from the side of the boat on to the water? A. Just a little bit.

Q. Did he step out, with one foot upon the ground-rail? A. I could not tell you for sure.

Q. Did you say to me this morning that he stepped out upon the ground-rail?

A. Stepped a short step, but I never measured it.

Q. It is your best knowledge at this time that he stepped upon the ground-rail?

A. Sure, he had to; he could not see outside.

Q. In other words, he did step on it?

A. On that guard-rail.

Q. And went over into the bay? A. Yes, sir.

Q. As near as you can state. he did step out on the guard-rail, and then he fell over? A. Yes, sir.

Q. Did he step across the opening where the bar



(Testimony of Otto Johnson.)

would be if it had been in place?      A. Yes, sir.

Q. He stepped across the place where the bar was, on the outside of the door: Is that correct?

A. Yes, sir.

Q. Did you see that door open quite often and the bar up when you crossed the bay?

A. I did not pay much attention to it. [122]

Q. I mean when the door is open, was the bar up?

A. Generally, yes.

Q. Was the bar up when the door was closed?

A. Yes, sir.

Q. Did you ever see it at any time when the door was closed and the bar was not up?

A. I never noticed it.

Q. Did you not tell me this morning that you did remember times when the door was closed and the bar was not up: Did you make that statement to me?

A. Yes, sir.

Q. You made that statement to me this morning, did you not?      A. Yes,

Q. Did you make a statement to me this morning that sometimes that door would be closed and the bar would not be up?

A. I never seen it; it might have been.

Q. Didn't you make that statement to me this morning; did you make that statement, or did you not, that you had seen the door closed and the bar not up?      A. It might have been.

Q. Did you make that statement to me this morning?      A. Sometimes, I don't know.

(Testimony of Otto Johnson.)

Q. How far did the boat go after the accident, will you say?

A. I cannot tell you that; I never measured it.

Q. Did it go beyond her own boat-length?

A. Just about her own boat-length.

Q. I am asking you to give me your best judgment of it.     A. About that.

Q. In your judgment, did she go about her own length, or a little bit more?

A. Yes, sir; about that.

Redirect Examination.

Mr. DICKSON.—Q. In answer to Mr. Coonan's question, you said that Mr. Early must have stepped over that ground-rail: You mean by that he must have gone over that ground-rail to have fallen in the water? [123]

Mr. COONAN.—That is objected to; that is not in his evidence; the question is leading, and assumes something not in evidence.

The COURT.—The objection is sustained.

Mr. DICKSON.—Q. You made the statement that he stepped over the place where the bar is: What do you mean by that?

A. I mean that he did step backwards a little outside, because he could not look forwards, the way he was standing; then he lost his balance at the same time.

Q. He was leaning in such a way that he lost his balance?

Mr. COONAN.—That question is objected to as leading.

(Testimony of Otto Johnson.)

The COURT.—Objection is sustained.

Mr. DICKSON.—Q. State what Early was doing, so that he would lose his balance?

A. I cannot tell you what he was doing.

Q. Was he standing straight?

A. He was looking forwards, and leaning at the same time.

Q. After he leaned, then did he take any further step, or simply fall?

Mr. COONAN.—That is objected to as leading.

The COURT.—Sustained.

Mr. DICKSON.—Q. When he leaned, what happened, state whether he stepped into the water or fell into the water.

Mr. COONAN.—That is objected to in this specific instance.

The COURT.—Objection overruled.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q. State, after Mr. Early had his hand on the door, did he after that time take a step backwards, or did he fall backwards?

A. He could not fall when he was inside, he had to step outside in order to fall.

Q. From the inside of the door?      A. Yes, sir.

Q. Was he inside of the door when he was shoving on it?

A. I don't know; there was three or four of them.

[124]

Q. Were they all together?      A. Yes, sir.

Q. From the position where he stood, when he stopped shoving on the door, could he fall directly



(Testimony of Otto Johnson.)

into the water?      A. No.

Q. Now, what would prevent him from doing that?

A. The platform outside goes around; it is quite wide.

Q. About how wide is that platform?

A. A foot and a half; something like that.

Q. It is on the width of the platform that you base your answer *no*? You think it was too wide for him to fall over?      A. Yes, sir.

Q. You did not exactly see whether he stepped, or whether he leaned over there?

A. He stepped and leaned,—both, you see.

Q. He stepped and he leaned?      A. Yes, sir.

**Testimony of Emmett Whelihan, for Claimant.**

EMMETT WHELIHAN, called for the claimant, sworn.

Mr. DICKSON.—Q. Your name is Emmett Whelihan?      A. Yes, sir.

Q. You reside in Eureka?      A. Yes, sir.

Q. Where were you working on the 15th day of January, 1915?      A. Over at Samoa.

Q. How long had you been working there prior to that time?      A. About four or five years.

Q. How much of that time had you resided in Eureka?      A. About two years and a half.

The COURT.—The same as your bother?

A. Yes, sir.

Mr. DICKSON.—Q. During those two and a half years, did you cross the bay in the morning to and from your work on the steamer “Antelope”?

(Testimony of Emmett Whelihan.)

A. Yes, sir.

Q. During that time was George Early in the habit of crossing to and from his work every night and morning with you?      A. Yes, sir.

Q. You became quite well acquainted with him?

A. Yes, sir.

Q. During that time?      A. Yes, sir. [125]

Q. Do you remember the night of the accident?

A. Yes, sir.

Q. Where were you riding that night?

A. I was sitting downstairs on the boat.

Q. Near the large door that opens from the lower deck?      A. Right near it.

Q. On the way across the bay, was that open or closed?      A. It was closed.

Q. Who opened it?

A. I and Alva Moss opened it.

Q. Were you and Moss expected to get the door open?

A. It got stuck, about one foot before it was all the way open.

Q. Then what happened?

A. George came over and gave us a lift with it.

Q. Did George put his hand and shove on the door with his back to the water and facing towards the inside of the boat?

A. I don't remember; I had my back to both of them; when I saw that door I was shoving like this.

The COURT.—You were facing the water?

A. Yes, sir; kind of half facing the water. I was like this, here is the side of the boat (indicating).

(Testimony of Emmett Whelihan.)

Mr. DICKSON.—Q. You did not know which way George was facing? A. No, sir; I don't.

Q. Did you see him fall in?

A. I saw him just as he hit the water.

Q. In what position was he in?

A. Going right down, floating on his back.

Q. Was the bar up that night? A. No, sir.

Q. Was that bar up before that night, as a regular thing? A. Yes, sir.

Q. Was it always up, whether the door was open or closed? A. Yes, sir.

Q. You boys had a habit, a practice, of leaning up against that [126] bar?

A. Just before we landed, we always leaned on it.

Q. As a regular thing?

A. When we were just getting ready to land; just as we were reaching the wharf.

Q. Just as the whistle blew for the Eureka landing? A. Yes, sir.

Q. It was just at that time that this accident occurred? A. Yes, sir.

Q. Had George been in the habit of leaning against that bar? A. Yes, sir.

Q. Who was it that put the bar in place as a regular thing, before the boat left Samoa?

A. Nick was the regular fellow.

Q. Nick was one of the deck-hands?

A. Yes, sir.

Q. Was Nick on that night? A. No, sir.

Q. How many deck-hands were there that night?

The COURT.—One; that is conceded.



(Testimony of Emmett Whelihan.)

Mr. DICKSON.—Q. Were the boys in the habit of opening that door, as they neared the Eureka side?     A. Yes, sir.

Q. Was any objection ever offered to that?

A. No, sir.

Q. No objection had ever been offered?

A. No, sir.

Mr. COONAN.—I object to the question as leading.

The COURT.—Sustained.

Mr. DICKSON.—Q. I will ask you whether or not you ever heard any objection offered?

A. No, sir; I never heard any.

Q. That was your regular post, your regular station, where you always stood or sat on the way over, right near that door?

Mr. COONAN.—That question is objected to as leading.

The COURT.—The objection is sustained.

Mr. DICKSON.—Q. Did you see Early after he fell into the water?     A. Yes, sir.

Q. Did he sink right down, or did he stay on the surface for some time?

A. He stayed on the surface for quite a while.

Q. How far back did you see him?

A. Until he got away in the [127] back of the boat; then I went upstairs; after he got in back of the boat I could not see him; then I went upstairs.

Q. Could you see him from upstairs?

A. I never seen him after I got upstairs.

Q. Were the other passengers who had been on

(Testimony of Emmett Whelihan.)

the upper deck looking at him when you got up there?

A. Some of them said they seen him; others could not see him.

Q. And the boat kept right on her way?

Mr. COONAN.—That question is objected to as leading.

The COURT.—Sustained.

Mr. DICKSON.—Q. How far did the boat go, after the accident occurred, before she stopped?

A. She must have went a couple of blocks.

Q. The accident occurred where, as in relation to the streets of Eureka?

A. Right down at the Occidental Pond, at B Street.

Q. Where was the "Antelope" stopped?

A. Opposite D Street, about.

Q. Then what was done by the "Antelope"?

A. She just turned about halfway around and drifted back with the wind towards where he went in.

Q. Was any effort made to find him at that time other than just letting the boat drift back?

A. That is all I seen.

Q. Did you hear any whistle blown after he fell into the water?      A. I never heard any.

Q. Do you know whether or not there was a launch coming up behind the "Antelope"?

A. There was one of them gasoline boats right behind.

Q. How far behind the "Antelope" was she, when the accident occurred?

A. I don't know. I never saw her until she

(Testimony of Emmett Whelihan.)

passed by the "Antelope," a minute or so afterwards.

Q. A minute or so after the accident occurred?

A. Yes. [128]

Cross-examination.

Mr. COONAN.—Q. Are you acquainted with me?

A. I believe I met you once before.

Q. Do you remember the occasion upon which you met me? A. Yes, sir.

Q. Where was the place that you met me?

A. Over at Somoa.

Q. It was sometime this winter?

A. I guess about two or three months ago.

Q. Was it in February, 1916?

A. I don't remember what month it was.

Q. You do remember the occasion? A. Yes, sir.

Q. Did I ask you at that time questions concerning this case? A. Yes, sir.

Q. And you answered me truthfully?

A. Yes, sir.

Q. After I had finished writing down what you said, I read it over to you? A. Yes, sir.

Q. And I asked you if it was correct?

A. Yes, I think you did.

Q. You said it was correct: is that correct?

A. Yes, sir.

Q. And you finally signed it as being correct, as nearly as you could state, you signed it in your own handwriting; is that correct? A. Yes, sir.

Q. When Early shoved upon this door, which hand did he shove with?

A. I don't remember which hand it was.



(Testimony of Emmett Whelihan.)

Q. Do you think the statement you made to me on February 14, 1916, was correct, concerning which hand he used?

The COURT.—Of course, in fairness to the witness, it requires that you show the statement to him.

Mr. COONAN.—Q. You recognize that statement, do you not?     A. Yes, sir.

Q. Just refresh your memory from that statement and tell us which hand Early was shoving with when he went overboard? What did you [129] state at that time?

A. I told you at that time I didn't know which way he was shoving. You tried to make me think that.

Q. Didn't I read this to you?     A. Yes, sir.

Q. Didn't I ask you if it was correct?

A. You did.

Q. Didn't I ask you to change it, if it was not correct?     A. Yes, sir.

Q. Did you understand it at that time?

A. I told you then I didn't know; you said that he was shoving over.

Q. Did you come to the conclusion that he was shoving or did you believe at that time that he was shoving with his left hand?

A. I don't know exactly what hand he was shoving with.

Q. Then, when you made this statement that he was shoving with his right hand upon this day, you did not state the truth; the truth is you do

(Testimony of Emmett Whelihan.)

not know which hand he was shoving with. Is that correct?

Mr. DICKSON.—This witness has answered two or three times that he did not know.

Mr. COONAN.—Q. When Early fell into the water, did he touch you?

A. He brushed right past me.

Q. What part of your body did he touch?

A. He kicked my heel.

Q. You did not see him? A. No.

Q. You turned around and saw him just before he struck the water; is that correct? A. Yes, sir.

Q. Did you notice that the bar was not in when you started to open the door that night? A. Yes, sir.

Q. There was sufficient light to observe that, was there not? A. Yes, sir.

Q. Referring to this statement down here: "I have seen times when the bar was not up and the door closed." Is that a correct statement, Mr. Whelihan?

A. At very few times it was not up.

Q. But you have seen that door closed and the bar would not be up; [130] is that correct?

A. I saw it not up once that I am positive of; and that was the night George got drowned.

Q. You state here "times when the bar was not up." Have you seen it more than once when it was not up and the door closed?

A. I cannot say that I have.

Q. Then your statement to me is incorrect, the statement you made on February 14th, 1916, is incorrect, in regard to your statement: "I have seen

(Testimony of Emmett Whelihan.)

times when the bar was not up and the door closed.”  
Your statement to me was wrong there; is that correct?     A. It must have been.

Q. Was this door generally open or generally closed?

A. The door was open most all of the time in good weather, and sometimes when it was windy or rough weather they had it closed.

Q. A great deal of the time the door was open; is that correct?     A. Yes, sir.

Q. Would you say that most of the time the door was open?     A. Yes, sir.

Q. And the bar was up always?

A. Always up; yes, sir.

Q. Did you have any way whereby you could tell whether the bar was up, when the door was closed?

A. You could not see it unless you opened the door.

Q. Did you ever receive instructions not to open the door?     A. No, sir.

Q. Did you ever receive instructions not to take that bar off?

A. Not to take the bar out before they landed.

Q. Is that what they said?     A. Yes, sir.

Q. Were you and Early dear friends?

A. Pretty good friends.

Q. Were you pals?     A. Yes, sir.

Q. Had you and Early, or Early by himself, often opened that door before?     A. Yes, sir. [131]

Q. And did you ever see Early take that bar out?

A. I have seen him—seen nearly all the fellows take it out.



(Testimony of Emmett Whelihan.)

Q. Have you seen Early? A. Yes, sir.

Q. A number of times?

A. Quite a number of times.

Q. Upon this particular evening after Early had assisted in opening the door, you did not see him attempt to look for the bar upon that occasion?

A. I never saw him.

Q. Your back was turned toward him?

A. Yes, sir.

Q. When you three boys were pushing at this door, what was your position—who was on the inside?

A. I was shoving like this; Moss and Early was behind me—I don't know.

Q. Over which shoulder was Early shoving?

A. He was shoving over my left shoulder.

Q. Who was between you and Moss?

A. I don't know how they were; first Moss was right beneath me; then Early came over. I cannot tell you the exact position.

Q. But you know he was shoving on the door?

A. Yes, sir.

Q. Is it possible for three fellows to be pushing on that door and one of them not to be out on the guard-rail? A. Yes, sir.

Q. Was Moss out on the guard-rail on this occasion, when you were shoving?

A. I don't remember.

Q. Was he across the point where the bar should have been? A. I don't think so.

Q. You think he was inside of the place where the bar should have been; is that correct?

(Testimony of Emmett Whelihan.)

A. I would not swear to that.

Q. You don't know whether or not he was out on the guard-rail, or inside of the point where the bar would cross?     A. I had my back to him.

Q. Did I understand you to say that no effort was made to rescue this boy?

A. A few of the passengers threw life-preservers out to him. [132]

Q. Did they stop the boat?     A. Yes, sir.

Q. Did they back the boat?

A. They just turned her with the stern towards the Island.

Q. Did she go back as far as the place of the accident?     A. She drifted that way.

Q. How long do you think she stayed down there after the accident occurred and looked around?

A. She stayed quite awhile, just drifting down.

Redirect Examination.

Mr. DICKSON.—Q. You say as Early fell he brushed past you?     A. Yes, sir.

Q. You could feel him brush past you?

A. Yes, sir.

Q. You were in a position where you were inside of the bar, if the bar had been up, as he brushed past you?     A. Yes, sir.

Q. Then Early must have fallen from a position inside of the bar?     A. Yes, sir.

Mr. COONAN.—That question is objected to as calling for the opinion of the witness and I move to strike it out for that reason; he has just drawn his own conclusion.

(Testimony of Emmett Whelihan.)

The COURT.—It may go out. If he were standing inside of the rail and Early passed him, that would, of course, imply that Early had fallen from a position inside that rail.

Mr. DICKSON.—Q. You said a moment ago that they backed the boat after the accident happened. Did they back her or did she drift down with the tide?

A. She backed up until she got her stern turned right toward the Island, and then drifted the rest of the way.

Q. Just drifted down? A. Yes, sir.

Q. Obviously you were able to observe that was the only effort made to rescue him? A. Yes, sir.

Mr. DICKSON.—That is all. [133]

Mr. COONAN.—Q. From what point did Early proceed to the door?

A. He was inside of the boat, from downstairs.

Q. Was he facing the door?

A. No; he was leaning against the wall on this side of the boat, downstairs.

Q. He walked behind you, behind where he started in to push on the boat?

A. He walked towards me; yes, sir.

Q. For a period of time he was walking toward the door, was he not? A. Yes, sir.

Mr. DICKSON.—Q. You said he was leaning before he went to open the door,—that he was leaning against the side of the ship?

A. I think that is where he was. I am not exactly sure about that.



(Testimony of Emmett Whelihan.)

Q. Do you know which way he was facing?

A. No, I could not say exactly which way he was facing.

Q. Do you know whether he was looking towards the door at that time or whether he was looking towards the inside of the ship?

A. I cannot say exactly which way he was.

**Testimony of Frank C. Wilkenson, for Claimant.**

FRANK C. WILKENSON, called for the claimant, sworn.

Mr. DICKSON.—Q. Your name is—

A. Frank C. Wilkenson.

Q. Where do you reside?

A. I reside on Harris Street, Eureka.

Q. What is your occupation, Mr. Wilkenson?

A. Marine engineer.

Q. In what occupation were you engaged on the 15th day of January, 1915?

A. I was master of the gasoline boat "Trifina."

Q. Plying the waters of Humboldt Bay?

A. On the waters of Humboldt Bay.

Q. Do you remember the occasion of a passenger falling from the steamer "Antelope" on the way from Samoa to Eureka?      A. I do.

Q. Where were you at that time?

A. I was about 300 feet ahead of the steamer "Antelope."

Q. On the gasoline launch "Trifina"?

A. Yes, sir. [134]

Q. Were you near enough to have rendered assistance, if any assistance had been called for?

(Testimony of Frank C. Wilkenson.)

A. I have an idea I was.

Q. You could handle the "Trifina" very quickly, could you not?      A. Yes, sir.

Q. Turn or back her or handle her rapidly in any direction, or in any way?      A. Yes, sir.

Q. How large a boat is she?

A. She is about 36 feet long, and about 8 feet beam.

Q. You have been connected with ships for some time?

A. I have been on the bay both in charge of steam-boats and gasoline boats for thirty years.

Q. Is there a signal known to people by which they can give an alarm, and call for assistance?

A. Yes, sir.

Q. What is that signal?

A. Successive raps of the whistle.

Q. Was any whistle blown by the "Antelope" at the time that this accident occurred?

A. None that I heard.

Q. If any such signal had been given, if a whistle had been blown, could you have heard it?

A. I believe I would have.

#### Cross-examination.

Mr. COONAN.—Q. How many whistles did you say should be given in the case of an accident?

A. None that I heard.

Q. What signal should have been given in case of an accident?      A. Successive blasts of the whistle.

Q. Any particular number of blasts?

A. Not less than a second or two seconds apart.

(Testimony of Frank C. Wilkenson.)

Q. How many blasts should be given?

A. Successive blasts.

Q. Any limitation upon it?      A. No, sir.

Q. Would a signal of that character have informed you that a man had fallen overboard?

A. It would have informed me that something was wrong.

Q. It would not have informed you of the particular thing that was [135] wrong?      A. No, sir.

Q. What would you have done?

A. I would have hove to, found out what the trouble was.

Q. Where would you go to?      A. Run back.

Q. Where would you go to?

A. To the "Antelope."

Q. It was quite a clear day?

A. Yes, quite a clear day.

Q. On what side of the "Antelope" would you have had to approach?

A. On the starboard side, the lee side.

Q. That is the side furthest down the bay?

A. No, the other side.

Q. That was the lee side?

A. The lee side, the starboard side.

Q. Did you know upon that night anything relative to where this accident occurred?

A. I never knew anything about the accident until the boat arrived at the wharf.

Q. When did you see the "Antelope" slow up?

A. Just as she turned the point between the point and the railroad house, a little this side of that.



(Testimony of Frank C. Wilkenson.)

Q. Down at the Puter Point?

A. At the point of Gunther's Island.

Q. You saw her slow up at that point?

A. Yes, sir.

Q. Did she stop?      A. She stopped and backed.

Q. She was just about opposite the railroad warehouse at the time she backed?

A. A little bit below it.

Q. Further down the bay?      A. Yes, sir.

Q. Did she stay in that locality for quite awhile?

A. Some little time.

Q. At the time you saw the "Antelope" stop she was a little bit further down the bay than the railroad wharf and she stopped then and backed; is that correct?      A. That is correct.

Q. You are sure it was down below the railroad wharf?      A. A little below.

Q. Are you positive of that fact?      A. Yes, sir.  
[136]

Q. It was not any further up the bay?

A. It was no further up.

Q. How far is the easterly corner of the railroad wharf from the easterly corner of the Occidental Mill?      A. Less than a quarter of a mile.

Q. It is just a little less; is it not?      A. Yes, sir.

Q. In other words, the point that you saw the "Antelope" stop at and back was a little less than a quarter of a mile from the most westerly point of the Occidental Mill Wharf; is that correct?

A. That is correct.

Q. Did she get behind the railroad wharf before

(Testimony of Frank C. Wilkenson.)

she stopped?      A. Well—

Q. You would say that she stopped before she got to the end of the railroad wharf?      A. Yes, sir.

Mr. DICKSON.—Q. That is as far down the bay as she went?      A. Yes, sir.

Q. She was turning around, getting straight?

A. She was drifting kind of quarterly.

Q. Drifting down to as far as the railroad wharf?

A. A little below.

Q. You were all the time coming up the bay in your launch?      A. Yes, sir.

Mr. COONAN.—That is objected to as leading.

The COURT.—The objection is sustained.

Mr. DICKSON.—Q. At that time which way were you coming in your launch?      A. Up the bay.

Q. At what rate of speed were you travelling?

A. I should judge I was travelling between  $4\frac{1}{2}$  and 5 knots.

Q. At what distance approximately were you from the “Antelope” when she finally stopped, when she got to her furthest point?

A. I should judge about 300 yards. [137]

Q. When the accident occurred, you were not over 300 yards from her?

Mr. COONAN.—That question is objected to as leading.

The COURT.—Sustained.

Mr. DICKSON.—Q. When did you first learn that an accident had occurred?

A. On the arrival at the dock.

Q. When you arrived at the dock?      A. Yes, sir.

(Testimony of Frank C. Wilkenson.)

Q. How long would it have taken you to have gone back to where the "Antelope" was at the time the accident occurred?     A. Not over 5 minutes.

Q. Not over that?     A. No, sir.

Q. Could you have possibly made it under that?

A. Well, the conditions of the weather,—I might not have.

Q. You have had experience in this line, have you not, Mr. Wilkenson, of rescuing people in the bay?

Mr. COONAN.—The question is objected to as leading.

The COURT.—The objection is sustained.

Mr. DICKSON.—Q. I will ask you whether you have had experience, if you have had experience in rescuing people from the waters of Humboldt Bay?

A. I have, both in a boat and out of a boat.

Q. From your knowledge of boats, and marine methods and from your experience in rescuing people, would you give it as your opinion that you could have effected a rescue in this case had you been notified?

Mr. COONAN.—The question is objected to as calling for the conclusion of the witness, that is, without first showing that he is an expert.

Mr. DICKSON.—He has had 30 years' experience.

Mr. COONAN.—I further object that it is not shown that this witness is conversant with the facts of this particular case or that he knows exactly what did happen upon that boat. [138]

The COURT.—That is the chief difficulty of the situation.



(Testimony of Frank C. Wilkenson.)

Mr. COONAN.—He does not know how long the man was on the surface.

The COURT.—And how rapidly the man sank.

Mr. COONAN.—And the tide,—I want you to bring out the condition of the tide and the condition of the wind.

Mr. DICKSON.—Q. I will ask you how long would it have taken you to go from the position where you were when the accident occurred to the man that was in the water.

Mr. COONAN.—That is objected to; it has not been shown that he knows where the accident occurred.

The COURT.—The objection is sustained.

Mr. DICKSON.—Q. Do you know where this accident occurred?     A. I do.

Q. Do you know approximately where you were at the time it occurred?     A. I do.

Q. About how long would it have taken you to go in your launch the “Tritina” from the position where you were then, to the position where the man was in the water?

Mr. COONAN.—That is objected to, because it is not shown by this witness that he knew where he was in the water. He has fixed the “Antelope” at a point where no other witness as here. In the second place there has been no evidence that this man was opposite the “Antelope” or how far distant the body of Early was.

Mr. DICKSON.—He has fixed the position of the “Antelope” when she was at her furthest point

(Testimony of Frank C. Wilkenson.)

down the bay, which was finally down near the railroad wharf.

The COURT.—He has told us where the accident occurred and where he was when the accident occurred. The objection is overruled.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q. How long would it have taken you from the position where you were when the accident occurred to go to the place where [139] the man fell overboard?

A. It would have taken me about 5 minutes.

Q. Any more than that?

A. No more than 5 minutes.

Q. You say you have had experience in rescuing people from drowning in the waters of Humboldt Bay?

Mr. COONAN.—That is objected to as leading?

A. Yes, I have.

Mr. DICKSON.—Q. Under conditions that were similar to the conditions that existed here?

Mr. COONAN.—I object to that as leading; and further it assumes that this witness has knowledge of the actual conditions on this day, of the water and tide and wind.

The COURT.—The objection is overruled.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q. State if you have had experience before, prior to this, in rescuing persons from drowning on the waters of Humboldt Bay, under similar conditions?

Mr. COONAN.—The same objection.

(Testimony of Frank C. Wilkenson.)

The COURT.—The same ruling.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q From your knowledge in handling boats and your experience in rescuing people in the waters of Humboldt Bay, and your knowledge of the distance of your boat at the time this accident happened, do you think you could have rendered assistance to this man.

A I think I could.

Mr. COONAN.—I desire to interpose the further objection that it is not shown from the facts assumed by counsel, that this witness had knowledge how long the body remained upon the surface.

The COURT.—That has not been shown.

Mr. COONAN.—I move to strike out the answer. I did not have an opportunity to object before the witness answered. You may be [140] permitted to show that this man sank more rapidly than other drowning men sink.

Mr. DICKSON.—A person sinking in the water does not always necessarily remain in the water.

The COURT.—I am not sure that you know, but you may persuade me to believe you, if you insist on asking it.

Cross-examination.

Mr. COONAN.—Q. How many men did you have on board the boat with you?

A. One besides myself.

Q. Was he a member of the crew?

A. He was a member of the crew, the engineer.

Q. You were the pilot?



(Testimony of Frank C. Wilkenson.)

A. Yes. I was the pilot.

Q. Could you have handled the boat, assuming there was a man in the water?

A. I have handled them in worse conditions than that.

Q. Where did you fix the point where the accident occurred?

A. Between the railroad wharf and the point.

Q. And your answers to all of the questions have been that point, and the railroad wharf; is that correct?

A. Between the railroad wharf and Gunther's Point.

Q. Your answers do not refer to any accident that may have occurred at some other point in the bay?

A. No, sir.

Q. Do you figure that a body that has a heavy overcoat on is likely to stay upon the surface of the water for a period of 5 minutes?

A. Well, sometimes they do and sometimes they don't. I have seen bodies floating on the water with over 20 pounds strapped to their back.

Q. You recognize the fact that a body does not stay upon the water for 5 minutes; is that correct?

A. Sometimes they do; sometimes they never do.

Q. Sometimes they sink? A. Some sink, sure.

Q. Within 5 minutes? A. Yes, sir. [141]

Q. If this body had actually been upon the surface of the water before 5 minutes had transpired would you say you could have affected a rescue?

A. Not if he was under the surface of the water.

(Testimony of Frank C. Wilkenson.)

Q. When you saw the steamer "Antelope" sail back, did you think there was anything unusual in the action?     A. I did.

Q. Did you offer assistance?     A. I did not.

Q. Is it not a fact that not only by successive whistle blasts, but also in an unusual occurrence in the boat's handling, that you would have been informed that something unusual had happened?

A. I could have told.

Q. Would you upon that occasion have been advised by the peculiar handling of the "Antelope" that something was wrong?

A. I knew something was wrong.

Q. Did not the peculiar handling of the steamer "Antelope" inform you as fully as successive blasts of the whistle, that something was wrong?

A. I heard no blast.

Q. Did not the peculiar handling of the "Antelope" inform you as fully as successive blasts would, that something was wrong?     A. Yes, sir.

Mr. DICKSON.—That is objected to as immaterial, irrelevant and incompetent. The peculiar handling of the "Antelope" did not occur until after she went two blocks.

The COURT.—Counsel's position is that after he observed this he still did not go back to see what the matter was. I presume that he will argue that he would not turn for successive blasts. He testified that there was a peculiar action on the part of the "Antelope" and as part of this peculiar action he did not go back.

(Testimony of Frank C. Wilkenson.)

Redirect Examination.

Mr. DICKSON.—Q. Would you be advised by the position and action of the “Antelope” that they wanted your assistance the same as if they had blown successive blasts of their whistle? [142]

A. No, I would not.

Q. Is it not a fact from her actions all you knew was that there was something—that she was starting back?

A. I had no idea there was something the matter; the wind was blowing the boat around; they were trying to get the big boat around.

Q. There was nothing in her actions that indicated in your mind they wanted you to go back?

A. Nothing.

Q. If they had blown successive blasts of the whistle, then it would have indicated they wanted assistance?

A. I certainly would have gone back.

Mr. COONAN.—Q. In stating that you could have gone from the place where you were to the point of the accident in 5 minutes, as you started to go you would have gone to the “Antelope” first?

A. I would surely have gone to the “Antelope” and found out the place of the accident.

Q. Wouldn't that have taken more than 5 minutes, and then go to the point where the accident occurred? You think you could still make it in 5 minutes? A. I believe I could.



**Testimony of William Early, for Claimant  
(Recalled).**

WILLIAM EARLY, recalled for the claimant.

Mr. DICKSON.—Q. Could George Early swim?

A. Yes, sir.

Q. You have been in swimming with him, haven't you? A. Yes, sir.

Q. Could Early remain upon the surface of the water for as long as 5 minutes? A. Yes, sir.

Q. And even longer, if necessary? A. Yes, sir.

Q. Have you ever seen him swim with his clothes on? A. No, sir.

Q. With his clothes on, and a big overcoat?

A. No, sir.

Q. Do you know how long he could remain upon the surface of the water with his clothing on?

A. No. [143]

Q. Have you yourself swum with your clothes on?

A. No, sir.

Q. Have you any idea how long you could stay on the surface of the water with your clothes on and a big overcoat on?

A. I have an idea about how long I could stay.

Q. Did you observe a scar, a bruise upon his head, after the body was recovered? A. Yes, sir.

Mr. COONAN.—That is objected to as immaterial, irrelevant and incompetent and not cross-examination.

The COURT.—Objection overruled.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q. Did you observe a bruise over one of his eyes after the body was recovered?

(Testimony of William Early.)

A Yes, sir.

Q. Over which eye was it?

A. I don't remember.

Q. Was it a deep bruise?

A. No, it was not very deep.

Q. Was it bleeding?      A. No.

Q. Not at the time you saw it?      A. Not a bit.

Q. How long after the body was recovered did you see it?      A. About 12 hours.

The COURT.—Q. How long after the accident was it before the body was recovered?

A. About 6 hours.

Mr. COONAN.—Q. That the body was recovered?

A. From the time he fell in to the time it was recovered.

Mr. COONAN.—I ask that the answer be stricken out unless this witness can show the actual time.

The WITNESS.—I think it was about 6 hours.

Captain COGGESHALL.—(Intg.) I put the men to work at 8 o'clock, as I recollect it, about 2 o'clock in the morning they recovered the body.

The COURT.—What time do you contend it was, Mr. Coonan?

A. I thought it was 2 hours, but I see I am in error. I will withdraw my statement. The testimony at the coroner's inquest is [144] that the men searched for two hours and some minutes, but it does not state when they commenced to search.

The COURT.—All I was trying to fix, for whatever it was worth, was the length of time.

Mr. COONAN.—Q. When you last saw your brother, he did not have that wound on his head?

(Testimony of William Early.)

A. No, sir.

Mr. DICKSON.—Q. They recovered the body with grappling-irons? A. Yes, sir.

Mr. COONAN.—I object to that question, unless it is shown that the witness knows.

The COURT.—Well, how did they recover it?

Captain COGGESHALL.—They trolled with a big fish-hook and it got into his clothes.

The COURT.—Then did they *did* grapple for it.

Mr. DICKSON.—Q. How long before the accident occurred had you seen him?

A. About 10 hours.

Q. He had no bruise or abrasion over his eye at that time? A. No, sir.

**Testimony of Joseph Whelihan, for Claimant  
(Recalled).**

JOSEPH WHELIHAN recalled.

Mr. DICKSON.—Q. Did Mr. Early have any bruise or abrasion over his eye at the time of his falling into the water?

A. No, sir; no bruise at all.

Q. Did anything strike him as he fell into the water? A. No, sir; he fell clear.

Mr. COONAN.—Q. Did he have a lunch-box in his arm? A. Yes, sir; on his arm.

Mr. DICKSON.—Q. Could that possibly have struck him?

Mr. COONAN.—That is objected to as calling for the conclusion of the witness. [145]

The COURT.—He says nothing struck him; and



(Testimony of Emmet Whelihan.)

I suppose that in the general term “nothing” you might even include a lunch-box.

**Testimony of Emmet Whelihan, for Claimant  
(Recalled).**

EMMET WHELIHAN, recalled.

Mr. DICKSON.—Q. You saw George Early before he fell into the water?     A. Yes, sir.

Q. Was there an abrasion or bruise on his eye?

A. No, sir.

Q. Did anything strike him as he fell into the water?     A. Not that I could see.

Q. Your back was turned to him, was it not?

A. Yes, sir.

Q. Were you in a position to see?     A. No, sir.

The COURT.—He saw him just as he hit the water, and he fell on his back.

**Testimony of Alva Moss, for Claimant (Recalled).**

ALVA MOSS, recalled.

Mr. DICKSON.—Q. You saw George Early immediately before he fell into the water?

A. Yes, sir.

Q. Was there any bruise or abrasion over his eye at that time?     A. Nothing; I never saw any.

Q. Did anything strike him as he fell?

A. I never saw it.

Q. Were you in a position that you could have seen had anything hit him?     A. Yes, sir.

Q. You say nothing struck him?

A. From what I saw.

Q. Did you observe him after he was in the water?

(Testimony of Alva Moss.)

A. Yes, sir.

Q. Did he seem to be strong and vigorous, and able to move his arms?      A. Yes, sir.

Q. He only sank part way of the height of his body?

A. I never noticed how far he sank. [146]

Cross-examination.

Mr. COONAN.—Q. Immediately after your accident you threw a life-preserver and then ran upstairs?      A. Yes, sir.

Q. Was he sinking then?      A. Before.

Q. At that time you got upstairs?

A. I did not see him.

Q. You looked for him?

A. I could not see him.

Mr. DICKSON.—Q. Was that because of the distance the steamer had gone, or was it because of the fact that he was under the water?

Mr. COONAN.—That is objected to as calling for the conclusion of the witness.

The COURT.—The objection is sustained.

Mr. DICKSON.—Q. State whether or not there were other passengers there.

The COURT.—Other passengers tried to point him out and could not find him.

Mr. DICKSON.—The claimant rests.

Mr. COONAN.—I would like to ask the Court to take a view of the steamer “Antelope” and that particular door; it will not take over 15 minutes; I believe it will expedite matters.

Captain COGGESHALL.—The steamer “Antelope” will dock at 6:30.

**Testimony of Walter Coggeshall, for Petitioners  
(Recalled).**

WALTER COGGESHALL, recalled.

Mr. COONAN.—Q. You testified this morning that you were President of the Coggeshall Launch Company?     A. Yes, sir.

Q. You are acquainted with the steamer “Antelope”?     A. Absolutely.

Q. You are acquainted with the door that has been referred to in the evidence?     A. I am; yes, sir.

Q. What was the custom and practice of the Coggeshall Launch [147] Company in regard to protecting that doorway, when open?

A. Why, this custom was brought about through an order of the United States Inspection Service. The Inspectors came here some five years ago and said: “Now, do you ever open that door”? I said that I did. They said: “If that is the case”—

Mr. DICKSON.—I object to what the inspector said. What the inspector said I do not think would be competent.

The COURT.—If instructions were given by the inspectors and they were followed, it is material. The objection is overruled.

Mr. DICKSON.—Exception.

The WITNESS.—A. The instructions laid down were—the regulation to us—the inspectors said, “You will have to put a bar across this door to have in case this cargo-port is open, and we would advise you to have a bar made and put it across here, and it must be locked.” I said, “All right, I will do so.”



(Testimony of Walter Coggeshall.)

The COURT.—Q. What must be locked?

A. The bar. The bar across the opening must have a lock. I followed the orders of the Steamboat Inspection Service. When the door is closed the people inside here are directed in case of any damage to open that cargo port. I mean by this, the bar across the inside of the cargo port. The orders that I gave to the captain of the boat and that he should transmit to the crew were that under no circumstances should that door ever be open unless at the time it was open the bar should be safely in its place; and failure to do so, and my knowledge of it, was equivalent to a dismissal.

Q. You have said that this bar by the steam-boat regulation was to be locked: Do you mean locked by a padlock?

A. No, sir; with a key, so that it could not be jarred out.

Mr. DICKSON.—Q. Did you instruct the captain of the steamer “Antelope” to see that the bar was in place when the door was open?

Mr. COONAN.—I submit that there was such a regulation; that the [148] regulation came from the head of this company; from Captain Coggeshall. He instructed that these things be done, and I will show that they were actually done.

The COURT.—There is no contention that the bar was not up on other occasions.

Mr. COONAN.—We do not claim that the bar was up on this occasion.

The COURT.—Captain Coggeshall says that the

(Testimony of Walter Coggeshall.)

instructions were that the bar was to be up when the door was open.

Mr. DICKSON.—Why are you objecting?

The COURT.—He has proved the very thing that you prove.

Mr. DICKSON.—As to whether the bar was up and the door was open; I want to ask what his instructions were and if it was in accordance with those instructions that the bar was kept in when the door was open.

Mr. COONAN.—We have met an issue that it was customary to put that bar there when the door was closed. I am going to prove that the instructions from the Government were to keep the bar in when the door was open, and nothing was said otherwise.

Mr. DICKSON.—I object on the general ground that the evidence is insufficient.

The COURT.—Why,—when they are proving the same thing that you are proving, and you are objecting.

Mr. DICKSON.—I object to it on the ground it is incompetent what the instructions were; it does not go to prove what the facts were; they may have disregarded the instructions.

Mr. COONAN.—I will state at this time that the bar was not up on this occasion. I want to state that the bar did not have to be up.

Mr. DICKSON.—It is objected to as incompetent.

The COURT.—The objection is overruled.

Mr. DICKSON.—Exception.

Mr. COONAN.—What were your instructions in

(Testimony of Walter Coggeshall.)

regard to that freight-bar, [149] when the door was closed.

A. I had no instructions when the door is closed. My instructions from the inspectors were that I should maintain a bar available to put across that cargo port when it should be open. When the cargo port is closed it requires nothing in front of it. The inside of the ship is just as closed as this room; it is impossible to fall overboard. But if we did elect to open that cargo port for ventilation or for other purposes, then they must have a bar to take its place. Furthermore, from this moment that I got the instructions from the steamboat inspectors I had that bar made, and I notified my master, I notified him personally, and I know he notified the crew, and I notified them—my instruction was that a failure to conform with the orders of the officers of the Steamboat Inspection Service would result in discharge on my part, as it was a very important thing, and to my knowledge that order was issued and was never violated by one of these men. If they opened that door they never failed to put that bar in place.

The COURT.—Q. As far as you know?

A. Yes.

Mr. COONAN.—Q. Did you ever receive an instruction from the inspectors that you should keep that bar in at all times.

A. They said, "You must put the bar in if the door is open."

Q. Did you ever receive an instruction to keep that bar in when the door was closed?



(Testimony of Walter Coggeshall.)

A. No, sir; they would not think of giving me any such orders. It would be a foolish instruction.

Q. How is that sliding-door held? Is it fastened?

A. It is not fastened.

Q. Why is it not fastened?

A. Because, if it be fastened and anything happened on the ship, like a collision, instead of being at the Federal Court I would probably be here for manslaughter.

Q. I want the specific reason why that door is not fastened? [150]

A. Because it is an avenue of escape, in case of accident.

Q. Are you required to keep an avenue of escape?

A. We are required to keep two avenues of escape.

Q. For what purpose?

A. In case of injury to the ship of any kind, any kind of an accident between ships.

Q. Is that the same reason why you did not fasten or lock the bar also when it was put in place?

A. The bar is simply fastened with a pin. By the word "lock" that does not mean as you would put a padlock on it; it simply means a pin right through. There were many accidents resulting years ago and they were ordered to put bars on steamers, and later, when a man went overboard, as the result of that accident the law requires that all bars must be locked with a key.

Q. Was this door used for?

A. It is used primarily as a cargo port, to take cargo on and off the ship.

(Testimony of Walter Coggeshall.)

Q. Is it ever designated by the company as a place of entrance and exit to and from the steamer "Antelope" by passengers?

A. Under certain conditions.

Mr. DICKSON.—That question is objected to.

The COURT.—Objection overruled.

Mr. DICKSON.—Exception.

The WITNESS.—(Continuing.) Under certain conditions, it is used as a passenger port.

Mr. COONAN.—Q. Under what conditions is it used as a passenger exit and entrance?

A. As applied to this case.

Q. I wish you to state, as a general proposition, when was it used as a passenger entrance and exit?

A. As a general proposition,—the starboard side of the ship is for the passenger service. When she goes to Samoa she lands on the starboard side to the dock. It was the starboard side that this accident happened from. Over at Samoa we have a long wide gang-plank, [151] about 6 feet wide, that we haul aboard into this cargo port. We always have on top of the ship 100 going back; some 300 come, and in order to get on every night, they come running down this *man* gang-plank, a certain portion go between the decks, another portion go on board over these planks, on the upper deck. These are the only conditions under which we use that cargo port as a passenger port, strictly, to get the passengers on the ship, at Samoa.

Q. At the Eureka landing, do you ever use that cargo port for the entrance or exit of passengers?

(Testimony of Walter Coggeshall.)

A. I have seen that used a few times when the upper gang-planks were out of condition. There are two sliding planks that hang on *on* wire lines. I have known occasions where these gang-planks have been out of business; when the tides have been high, and we have had to elect to take out passengers through the cargo port.

Q. When you elect to take passengers through the cargo port, do you notify them of that fact?

A. Yes, sir; we notify the master of the ship; we arrange that; there is a man down there to handle that cargo port.

Q. Did you ever give instructions to Captain Thompson, or his men, that they could not make the lower-deck cargo port a means of exit?

A. I have done so. He has instructed me that his words were idle; he could not help using it.

Q. Why?

A. He had instructed his deck-hands, but the men were in such a haste to get out that he could not get his men to send down there; in their haste to get through they would threaten a deck-hand that was sent down there.

Q. Did Captain Kronkie, to your own knowledge, ever take measures of any kind of preventing the men making an exit of that lower deck?

A. As a matter of fact I have threatened Captain Krohnie with discharge if he could not remedy that thing. I [152] told him that it seemed to me that he ought to be man enough to handle that thing. He invited me to come over, so we figured on matters,



(Testimony of Walter Coggeshall.)

and finally he put a padlock on that door, and I would assume that there may have been a padlock for a night or two, and when I found that Krohnkie had padlocked that, I remonstrated with him for padlocking that door; and told him to take that off, that he was going against the Steamboat Inspector's Instructions.

Q. Did any other captain ever make any attempt to—  
A. Yes, Captain Cahl.

Q. Will you state the measures that he put into operation and the unsuccessful results of his measures?

A. At one time when he was in charge of the ship, he went so far as to throw water down on some of them, and then he took the hose from the engine-room and squirted water, so that the water came on deck, and ran down, so that the men would not want to come out on the outside of the ship, for fear of getting wet. There was everything done that could be reasonably done to keep the men from coming through and taking these risks of opening this door and taking down that bar. I have done everything that I know of and spoken to them.

Q. Did Captain Cahl suffer anything at the hands of the passengers that you say objected because of his methods?

A. Yes; he got a severe beating one morning.

Mr. DICKSON.—I object to it unless he fixes the time.

A. It was a winter's morning three years ago. This is 1916. It would be four years ago; it would

(Testimony of Walter Coggeshall.)

be somewhere in the month of January or February in a winter's morning, at about 6:20. The boat leaves at 6:20. A man came out through this same cargo port, and an officer of the ship, a man said to him, demanded that he should go back, and the man told him to go to hell, and refused to go back. Captain Cahl had to leave very shortly and the next [153] morning this man was on the dock laying for him. They had a fight, and Cahl was beaten up as a result to enforce this regulation and keep the men in there.

Q. Have you observed that door closed and the bar not in place, on the outside of the door?

A. Yes. We leave the dock here and are taking in freight, and the minute they get the freight in they start forth and the deck-hands close that door and she proceeds to Samoa. The reason why that bar is up many times is as follows: Suppose that you leave Samoa, and the bar is up; then it gets chilly for the people between decks; somebody goes and shuts the door; then you have the combination of the bar being up and the door closed; that is just a case of having the bar up and the door closed; one of these two things is mandatory upon that deck. You must either close the door, or have the bar up, and then it is fulfilling those orders.

Q. If that door would be closed, to your best recollection that bar would not be up, on the outside?

A. Yes, sir.

Q. Did that condition exist immediately prior to the 15th day of January, 1915?

(Testimony of Walter Coggeshall.)

A. Yes, sir; it existed all the time; sometimes that bar is up and the door is closed; another time the bar is not up, and the cargo port is closed. The bar is up by chance when the door is closed. If one of my men close that cargo port, they have fulfilled the orders, and they go about their other duties. They do not worry about that any further. One man, unless he is an expert, cannot open that door; two men have all they can do to open it. Therefore, when it is closed it is closed, and he goes on about his business.

Q. Whose duty was it to close that door on leaving Samoa for Eureka?

A. If it is not otherwise closed, it is No. 2 deck-hand's duty. We have No. 1 and No. 2 deck-hands.

Q. On January 15, who was No. 2 deck-hand.  
[154]

A. We had no No. 2 deck-hand; No. 1 deck-hand was sick so No. 2 deck-hand was acting in his place.

Q. Was it No. 1 or No. 2 deck-hand's place to close the door?      A. No. 2.

Q. No. 1 acts as purser and takes the tickets?

A. On her main deck; No. 2's business is to look out to see that the cargo port is closed, or the bar is put up.

Q. On January 15, 1915, who was No. 2 deck-hand?

A. Mr. Knudsen.

Q. Had it ever been the duty of Nick Muster to close that lower door?

A. Not to my knowledge; he is No. 1 deck-hand or purser; his business is to look out for the tickets.



(Testimony of Walter Coggeshall.)

No. 2 deck-hand attends to the freight and things between decks.

Q. After the cargo port is closed, where does the duty of No. 2 deck-hand next take him?

A. No. 2 is down between decks. After he has made her safe he goes up on her passenger deck; his next duty is to assist in the disembarkation of the passengers when they get on the Eureka side.

Q. After the cargo port is closed, what is the next duty on the boat of No. 1 deck-hand?

A. No. 1 he stands by on deck. Both men are preparing, standing by until such times as they shall go to Eureka; they are subject to any orders of the master of the boat; if he wants a deck-hand he whistles.

Q. When you refer to the upper deck, you mean which deck?

A. The passenger-deck; the between decks is the freight decks. The passenger-deck is where the exits or gangways are from the street; the passenger gangways.

Q. How long had Captain Knudsen been in command of this ship on January 15, 1915?

A. I would say—I would judge he had been there for several months.

Q. What papers did he have?

A. Master's papers.

Q. For a bay or sea-going ship?

A. He had master's papers [155] for the bay—pilot papers for the bar, and master's papers outside.

You have had considerable experience in marine

(Testimony of Walter Coggeshall.)

matters, haven't you?      A. Yes, sir; I have.

Q. Under whose charge are the deck-hands?

A. Under the masters, absolutely.

Q. Do you as president and manager of the Coggeshall Launch Company ever give them instructions directly?

A. Not exactly; I do not think I have ever given them direct instructions except in the case when this matter came up about this cargo port and this door; and I considered this of sufficient importance that I should speak to the captain, and I included all hands; I laid down the law to all hands and I made the captain equally responsible with the men; if it was proven that he was negligent, that he did not make the men stay by their orders that he would lose his job.

Q. Who did the men report to every day?

A. The master; no one else.

Q. They did not report to you?      A. No, sir.

Q. How many trips over every day did the "Antelope" make on January 15, 1915?

A. A round trip in the morning, a passenger run, a round trip in the evening, a passenger run, and she makes an afternoon freight run over to Samoa.

Q. All of these runs are from Samoa and back to Eureka?      A. Yes, sir.

Q. How long a time does it take the "Antelope"?

A. About two miles.

Q. How long a time does it take the "Antelope" to make that trip?

A. About 15 minutes; that is, the way we run it; we do not hurry.

(Testimony of Walter Coggeshall.)

Q. Did you ever give any instructions to Captain Knudsen with regard to operating with a full crew?  
[156]

A. No, sir; I would not have to give those instructions, because he knows himself. He knows the ship's paper and how many men it calls for.

Q. As a sea-faring man, what is his duty in regard to operating the boat when it is one man short?

A. It is his duty to fill out his equipment of men, as specified in the ship's papers.

Q. Did he notify you on or about January 15, 1915, that he was one man short?      A. He did not.

Q. What was the first knowledge you had of that fact?

A. That night, after the accident. I did not know of the accident until about 7 o'clock. My telephone rang, and then someone wanted to know if I knew there was one man short on the ship,—Mr. Walden of Samoa.

Q. Can you estimate the number of trips the steamer "Antelope" has made during her life, to and from Samoa?      A. On passenger runs?

Q. On this regular ferry system she maintains?

A. 320 trips a year, for five years, would be 1600; about 1600 regular ferry trips.

Q. How many men on the average does she carry each trip?      A. It varies from 225 to 250 or 260.

Q. A day?      A. Yes, sir.

Q. She has actually carried passengers something in excess of 200 times 1600 during the term of her life?



(Testimony of Walter Coggeshall.)

A. It is safe to say an average of 250; those figures are correct.

Q. Therefore, she has carried during the term of her life, something over 300,000 passengers?

A. Yes, sir.

Q. During all of that time have you any knowledge of an accident similar to this in character?

Mr. DICKSON.—I object to that.

The COURT.—What is this for? [157]

Mr. COONAN.—I want to show that she has carried a number of passengers without an accident of that kind. I have a decision here, if you would like to hear it.

The COURT.—I will admit it.

Mr. DICKSON.—I move that it be stricken out.

The COURT.—It is not subject to a motion to strike out.

Mr. DICKSON.—Exception.

Mr. COONAN.—Q. During all of this period of time, and during all of this time that passengers were carried, do you know of any accident occurring on the steamer “Antelope” similar to the one of the loss of life of George Early?

A. I know it is a matter of common knowledge that no man was ever drowned before or since, off of the steamer.

Cross-examination.

Mr. DICKSON.—Q. Your duties do not very often take you aboard the “Antelope,” do they?

A. Oh, yes, they do.

Q. About how often would you be on one of these

(Testimony of Walter Coggeshall.)

trips coming from Samoa to Eureka?

A. I am on these particular trips very often.

Q. You said you did not discover that you were one man short until you had been notified by Mr. Walden? A. Yes, sir.

Q. Did you discover at any time how long you had been a man short?

A. I was told afterwards that a man had been for two or three days; I do not know how long, because I do not dock the men when they are sick.

Q. So you did not know how long that man was off?

A. I know by hearsay; I was told he had been off three or four days.

Q. That is all the knowledge you have of it?

A. Yes, that is all the knowledge I have of it.

Q. Were you also informed that he had been sick and in the hospital?

A. If I was informed of it, I do not remember how long [158] he had been in the hospital; he had been in the hospital a great deal; I was told that he was in the hospital at that time.

Q. On these various occasions that he was in the hospital has there been any other man to take his place?

A. Most assuredly. That is the first time that ship was without her full complement of men.

Q. That is the only time? A. Yes, sir.

Q. Since you have owned her?

A. Yes, sir. And she would not have been short then, if I had known it.

(Testimony of Walter Coggeshall.)

Q. You say that the duty of having a full complement of deck-hands is delegated entirely to the master?     A. Yes, sir.

Q. What would you have done if you had found out, found that out,—would you have gone and gotten another deck-hand?

A. I don't know; had I known it I most assuredly would have seen that a man was put on.

Q. Then the duty was not entirely delegated to the captain?

A. It was delegated to the captain. Had I known that there was anything irregular in the conduct of the ship by the captain, I would have gone after the captain and compelled him to put that man on there; the captain hires the men; I don't hire the men.

Q. How far is your office on the Eureka side from where the "Antelope" docks?

A. About—well, 60 or 75 feet.

Mr. COONAN.—I wish you would fix the time that you refer to?

Mr. DICKSON.—Q. At these various times when this deck-hand was in the hospital?

A. He has been in the hospital for the last four years, ever since he has been employed, off and on; sometimes it has been 75 feet, from my office, to where she docked. Then when she docked at G street I would assume that she is 275 feet, that is, from my office to the ship. [159]

Q. You made it a practice to be there when she docked, did you?

A. I didn't make it a practice; I am there a great



(Testimony of Walter Coggeshall.)

deal. I am there if I consider it to my interests to be there.

Q. On these previous occasions when this man was sick and in the hospital?

A. I said I had no knowledge—you mean this time of the accident?

Q. I am speaking as to other times?

A. There were other times when he was in the hospital that I had knowledge of it; yes, sir.

Q. On these occasions you say a man had been put in to fill his place? A. Yes, sir.

Q. When did you learn of the fact that another man had been put in his place on these other occasions?

A. On these other occasions why, when he went away; there was always a man in his place.

Q. How do you know that?

A. How do I know that?

Q. Yes.

A. At the time that he went off this time, I understood in talking with Knudsen, Knudsen told me that when the man went off, that he would be right back. In other times, he has been a very sick man and I have assisted him, I have always known that he was off.

Q. This is the only occasion of those occasions that you did not know there was not a man to take his place?

A. This is the only time that there was not a man to take his place.

Q. On all other occasions that was brought to

(Testimony of Walter Coggeshall.)

your knowledge and you knew there was another man to take his place?

A. After this first time when this accident happened it was the beginning of an operation and he was off one or two days after that; and before he was off, he was in the office and was getting worse; I advised him to lay off, and have always known there was a man in his place. I do not hire the men, but I know a man was there. To make the explanation simple, the captain of the ship in [160] this one instance was derelict in his duty. The law tells him what he must do. At that time he did not obey the law, but it has always been obeyed ever since.

Q. You got rid of this captain immediately afterwards?

A. In a little while, it must have been a month; I cannot say just how long it was.

Q. It was not more than two or three days, was it?

A. I know he was not there long.

Q. You regarded him as a dangerous man in that vessel? A. No, I did not.

Q. You state that he was derelict in his duty?

A. That is all right; sometimes they are much more faithful man than before, before they do that; especially in the seafaring business. That was not the reason of his discharge at all.

Q. You said that it was the duty of No. 2 deck-hand to always close that door on the Samoa side?

A. Not to close it, to see that it was closed; he must ascertain that it was closed before he proceeded

(Testimony of Walter Coggeshall.)

from the freight deck to the upper deck. That was his first business when the ship left the dock.

Q. And while he was attending to that what was No. 1 deck-hand doing?

A. At that time, letting go these two planks and letting go of the stern-line.

Q. He had been taking up tickets?

A. When he let go the line and put those planks aboard, the tickets are all taken up.

Q. All the time passengers are taken aboard one of the men must be on the upper deck?

A. His position was on the upper deck that is, if he was on there taking tickets.

Q. He remained at that position until the vessel was cleared a port?

A. Yes, sir; that is, he looked out for these gang-planks and the other man looks out for the gangway, to see that the cargo [161] port is properly closed, and he proceeds upon the main deck.

Q. That is, if No. 2 deck-hand was off duty and there was no man to take his place, that left No. 1 to go up and take the tickets?

Mr. COONAN.—I object to that as assuming something not in evidence.

The COURT.—The other witnesses have all testified that No. 1 deck-hand was the one who always closed that door and put up that bar. The objection is overruled.

Mr. COONAN.—Exception.

A. These men have all bought these tickets by about the 8th of the month. In the morning, when



(Testimony of Walter Coggeshall.)

we leave on the Eureka side the men are in a great hurry to get aboard. We have only as a rule one gang-plank out. This man, No. 1 deck-hand, actually takes the tickets at that time; he tears these tickets. If it is the 2d of the month, he will take No. 2 off. When they come aboard from the other side at night, as a matter of fact, these 200 just come plunging aboard, and you cannot take these tickets at that time; his position is at the gang-plank just the same. If No. 1 was away the tickets were not taken. They know the people; the people come aboard; but the position of the men is the same at these two gang-planks. You cannot hold all of these men to pick up those tickets.

Q. You say Nick was deck-hand No. 1?

A. He was.

Q. What was the name of deck-hand No. 2?

A. Knudsen.

Q. On this particular night when Nick was not there, do you know what position Knudsen took?

A. I was not aboard the ship; I do not know.

Q. You testified that the regulations of the Inspectors of Steamboat Service were very strict to the effect that there must be a bar there when the door is open?

A. Yes, sir. If we elected to open the door we must replace it with the bar. [162]

Q. Did they not give you these strict instructions limiting you to those times when you yourself opened the door?

A. Me personally?

(Testimony of Walter Coggeshall.)

Q. Any of your men?

Mr. COONAN.—I object to this question as calling for the conclusion of the witness. The witness would not know what was in the minds of the inspectors at the time they gave the instructions.

The WITNESS.—I do not understand that question.

The COURT.—What he means is this: You say that the inspectors instructed you that you should put up the bar when the door was open. Did they say that should be done by anybody else except by you or some members of the ship?

The WITNESS.—That it should be carried out on the ship.

Mr. DICKSON.—Q. I am speaking of the instructions of the inspectors: Did they give you any instructions as to what should be done when anybody besides some member of your crew opened the door?

A. No, sir; they would not give me instructions about other people because other people are not supposed to open that cargo port on the ship. Those are supposed to be in charge of the crew of the ship. They would not naturally give instructions covering that because no one has a right to interfere with the management of the ship.

The COURT.—That is true, but you have testified that it is the custom for passengers to open that cargo door, and nobody objected to it?

A. We did object. That door was locked with a padlock and we could not stop them.

Mr. DICKSON.—Q. Then it was customary for

(Testimony of Walter Coggeshall.)

the passengers to open that door and you could not stop them?

A. It certainly was customary, and if we were to have a deck-hand there, we would have to have a prizefighter, because if any man would try to stop those fellows, why, he would certainly get the licking of his life. I [163] have had deck-hands tell me that they would not be safe if they had to stay there. It is just craziness to go there. We have stationed men down there, and I have had men come to me themselves and say that they had been ordered down there and were going to leave the ship because the men interefered with that cargo port.

Q. Why did you ever station a man down there?

A. Because we did not want that cargo port open if we could help it.

Q. You recognized it was a dangerous situation?

A. Why certainly. If you are in a ship like the "Topeka" upon the sea, you have to go down between-decks and open your cargo ports; it is certainly a dangerous proposition with the proportion of crew compared in proportion to the passengers. They can stop that. It is a large crew and a small number of passengers. They can control those people. But if you change the proportion and have a crew of two or three and a passenger list of 250, you will find all those people piling in, opening that cargo port and you cannot control it.

Q. That is the reason they are allowed to do it?

A. They were not allowed to do it; they simply took possession and did it; it is done. You take any



(Testimony of Walter Coggeshall.)

public boat that is returning working men, work fellows that are in a hurry, at night, and you will find that those practices prevail.

Mr. DICKSON.—I object to his statement; it is not responsive to any question.

The COURT.—Let it go out.

Mr. DICKSON.—Q. About how many of the passengers, captain, were riding on what you term the between-decks?

A. It would depend on the weather. If it is fine weather why there is a large proportion right outside; and if it is bad weather there is a large proportion inside. The capacity down there would be,—I will estimate it at 40 men, when it is filled up.  
[164]

Q. It would be quite an ordinary occurrence to have 40 men down there on a winter evening?

A. I should judge so. I never counted them, you understand; I am just giving you what the capacity for passengers would be there.

#### Redirect Examination.

Mr. COONAN.—Q. In January, 1915, where did the “Antelope” dock?

A. She docked at the end of G street.

Q. How far distant is that from your office?

A. I should judge from my office it is 275 feet.

Q. At the present time where does she dock?

A. Between F and G streets; nearer to F. Her stern is supposed to be 30 feet from the sidewalk running on F street.

Q. When you said that the boat docked 75 feet

(Testimony of Walter Coggeshall.)

from your office, you had reference to the present time, and not to January, 1915?

A. At the present time; that is where she docks now.

Q. Captain, in January, 1915, did you have other interests besides the particular boat "Antelope?"

A. Did I have other interests?

The COURT.—Other business interests?

The WITNESS.—Yes. The United States Mail Contract, the carrying of the United States Mail between Samoa and Eureka and my boat business to look after.

Mr. COONAN.—Q. Did you operate a marine exchange at that time? A. Yes, sir.

Q. Were there other boats besides the "Antelope" operated as a ferry between Eureka and Samoa?

A. Yes, sir; we maintained a regular ferry system.

Q. How many boats?

A. Only one at that time.

Q. How many boats are there for that purpose?

A. Four that are available for that ferry system.

Q. At one time? A. Yes, sir. [165]

Q. Do you do any lightering business?

A. Yes, sir.

Q. In other words, you had quite a number of interests besides the "Antelope" in January, 1915?

A. Yes, sir.

Q. Why did you discharge Captain Knudsen?

Mr. DICKSON.—I object to that; I do not see any reason why that should be brought in.

The COURT.—The objection is overruled.

(Testimony of Walter Coggeshall.)

Mr. DICKSON.—Exception.

A. I discharged him because after this accident I put a man aboard a competent man, and the boat came in, and he sent this man up to the office. I never before hired these men, but I wanted this man to stay there; this man made the first trip in the morning and came to my office, and when he came in I asked him what he was doing; he said he was fired by Captain Knudsen. He said, "I told him to go to green." He asked me if you gave me the orders; I said "Yes." Then I asked him, "What did he say?" "He told me to tell you to go to hell," that he was hiring men for the ship. He said he was able to hire men. I said, "There is one case where I am going to hire the men." I wanted that man kept aboard, and Knudsen fired him and I fired Knudsen.

Q. You stated on cross-examination that you considered that it was dangerous to go ashore at Eureka through the cargo port door on the lower deck?

A. It is dangerous, unless we elect to put out that plank, and then it is dangerous at certain times of the tide.

Q. Why is it dangerous?

Mr. DICKSON.—I cannot see the materiality of that question at all. The accident happened out on the water. He is asking about after the boat lands.

The COURT.—You are endeavoring to fix the responsibility of the ship, because this door happened to be open. The captain has [166] stated that they do not want them to open that door because it



(Testimony of Walter Coggeshall.)

was dangerous. The boys all testified that they would open it when they were drawing close to the wharf. I think we ought to know what elements are in the whole situation. The objection is overruled.

Mr. DICKSON.—Exception.

The COURT.—Q. What are they?

Mr. COONAN.—Q. What are the elements that in your estimation constitute the danger at the Eureka side?

A. It is very dangerous for two reasons, subject to the tide and weather; and then the distance of the plank from the side of the ship. This big gang-plank,—when the ship lands alongside of the dock, if you went to jump from the side of the ship, if you miss the plank you will go overboard, between the ship and the dock. Now, the reason why we do not use the big gang-plank is first it takes so long to get it aboard; and secondly, there would be danger at certain stages of the tide. It is dangerous for the men to go out of that cargo port and go on that plank because in the first place that plank is hung by wires. When the men jump from that ship on to that plank, a large number of them, say a hundred, if it happened that the guys would let go, the planks would fall in the bite of the chain and the chain would have the weight of the plank and the weight of the men on it. This chain is supplemental; it cannot held the weight of these gang-planks and all these men. The chain is liable to let go, and these men would be precipitated into the bay, and go under the side of the ship and some of them

(Testimony of Walter Coggeshall.)

would be drowned. It cannot be used except at extreme low tide, and it is dangerous at all times unless we have men to hold that gang-plank aboard.

Q. State what happens when a dozen men go on that plank at one time.

A. We have that plank as a matter of safety; we have a [167] chain on it; if anybody jumps on it you have got the added weight of the men down on the chain.

Q. As the weight goes down, does the distance between the boat and the plank increase or diminish?

A. It increases.

Q. It becomes greater?

A. As the weight goes down the distance from the ship increases.

Q. Suppose a man happens to miss the edge of the plank in jumping from the ship, where would he land? A. Right in the bay.

Q. In the water?

A. Yes; and there is no way to get him out.

Mr. DICKSON.—Q. Then you would say that it was extremely dangerous to have any cargo port open?

A. Not at all; if the instructions of the inspectors are followed and the bar is put up in its place.

Q. It is all right if the bar was there?

A. Yes, sir; and it is nobody's business to open that door except the crew under our instructions.

(An adjournment was here taken until tomorrow, Friday, July 7th, 1916, at 10 A. M.)

Friday, July 7, 1916.

**Testimony of James Mason, for Petitioner.**

JAMES MASON, called for the petitioner, sworn.

Mr. COONAN.—Q. Where do you live?

A. I live in Eureka.

Q. Where are you employed?

A. At the Hammond Lumber Company, at Samoa.

Q. How many years have you been employed in the company?

A. To the present time?

Q. Yes, sir.      A. 11 years last March.

Q. How long prior to January 15, 1915, had you been employed by the Hammond Lumber Company?

A. Somewhere about nine years. [168]

Q. Did you travel to your work and from your work upon the steamer “Antelope”?

A. Yes, sir. always.

Q. Each day?      A. Yes, sir.

Q. Where was your usual and customary place of riding?      A. On the lower deck.

Q. Do you remember the accident that resulted in the death of George D. Early      A. I do.

Q. Immediately prior to that day, referring to immediately prior to that day, I will ask you whether or not a certain man in the crew of the steamer “Antelope” customarily either closed that cargo port door or put up the bar?

Mr. DICKSON.—I object to the form of the question.

The COURT.—The question is leading in form.

Mr. COONAN.—Q. Did you observe whose duty



(Testimony of James Mason.)

it was to close the cargo ports upon the steamer "Antelope"?

A. It was supposed to be No. 2 deck-hand's.

Q. Who was No. 2 deck-hand at that time?

A. I cannot tell you.

Q. Was it a man by the name of Knudsen or Muster?

A. Muster was not there; he was at the hospital at the time. Knudsen was supposed to be No. 1, was he not? He was collecting the tickets, anyhow.

Q. I mean the day before that day.

A. And some other fellow, I do not know who he was.

Q. Who usually closed the cargo port door or put up the bar on coming from Samoa to Eureka?

A. No. 2 deck-hand.

The COURT.—Q. Who was he? What was his name?

A. I do not know.

Q. Did Muster do it when he was there?

A. Muster, yes, Muster he was supposed to do it.

Q. I am asking you did he do it when he was on the ship?

A. I never seen him close the door in the evening. I see him put [169] the bar up in the morning the different times, because he is always there, ahead of the others, I have seen him.

Mr. COONAN.—Q. Did you ever hear either of the deck-hands, or any officer of the boat, instruct the men not to shut that door, and not to touch the bar?

(Testimony of James Mason.)

A. I have.

Q. Did you hear them repeatedly do that?

A. I did hear them at different times.

Q. Did the men disregard those instructions, or did they obey them?      A. No, sir, they did not.

Q. How would they act in speaking of those instructions?

A. They would open the door and take the bar down when they got to the wharf.

Q. Did you ever see a member of the crew try to stop them by force about January—

Mr. DICKSON.—(Intg.)    January 15, 1915.

A. Well, I have seen Nick at different times come down, and he would lay on the bar that was across there, and the boys would go under it and over it.

Q. Would he be telling them not to go that way, at that time?      A. Yes, sir.

Q. They would go out on the guard-rail?

A. Yes, sir, they would go and line up along the whole front of the boat.

Q. And they climbed on to the wharf from the guard-rail?      A. Yes, sir.

Q. They would not go upstairs and go off the gang-plank?

A. No, they never did; I guess I was just as bad as the rest of them.

Q. Mr. Mason, have you seen that door closed and the bar not in?      A. Yes, sir; I have.    [170]

Q. Very many times?

A. Different times, I could not say very many.

Q. You have seen the door open and the bar up?

(Testimony of James Mason.)

A. Yes, sir.

Q. Was that the usual condition of that cargo port there?

A. Sometimes when the weather was fine.

Q. You have seen that door closed and the bar not up?      A. Yes, sir, I have.

Q. Were you on board the evening of this accident?      A. Yes, sir, I was.

Q. Did you see any of the particulars concerning the accident?      A. The boy going over; no, sir.

Q. Did you go to the cargo-port door and attempt to see him?      A. No, sir.

Q. Did you go any place?

A. Yes, sir; on deck.

Q. Could you see him?

A. No, sir, I could not see him.

Q. How long did it take you to walk from the lower deck to the upper deck?

A. At the outside, not over two minutes. When I see them pull down the life-preservers, I jumped up and ran up on the deck.      Somebody said there was a man overboard, but I could not see him.

Q. Was there sufficient light to have seen him if he was above the water?

A. Yes, sir, I could have seen a good distance.

Cross-examination.

Mr. DICKSON.—Q. This was a windy, cold night, was it not?

A. Yes; it was kind of windy; it was cold, I guess cool.

Q. There was a northwest wind?



(Testimony of James Mason.)

A. I think so, yes, sir.

Q. The bay was pretty choppy, was it not?

A. I little choppy, yes, sir.

Q. What time did you leave the Samoa side?

A. I forget; I think it was five o'clock. We were quitting work about five, I think so, we were only working nine hours; that is the way I understand [171] it.

Q. The time is fixed here by every officer of the boat as 5:30; would you say that they are approximately correct? A. 5:30?

Q. Yes, was it not about 5:30 that you left the Samoa side?

A. I do not understand that. We were working nine hours, and we left at five; if we were working ten hours we leave at six.

Q. I will pass that question for the present. Were you riding on the lower deck? A. Yes, sir.

Q. Were the lights lit on the boat at the time the accident happened?

A. I don't remember whether they were lit or not.

Q. You have no recollection as to whether it was light or dark at that time?

A. Daylight or darkness; just between daylight and darkness.

Q. Just growing dusk? A. Yes, sir.

Q. Would it not be rather difficult to see a man in the bay, if it was growing dusk, with the bad condition of the bay?

A. I could see him quite a distance; I could see the life-preservers plain.

(Testimony of James Mason.)

Q. You could see the life-preservers?

A. Yes, sir.

Q. But you could not see him?      A. No, sir.

Q. When you got to the upper deck, did you find the upper deck passengers watching for him or looking for him?

A. I found some of them there throwing life-preservers.

Q. Were they looking at the man?

A. They were, some of them were throwing life-preservers, and they were watching to see if they could see him. I never heard anyone say they saw him.

Q. Did anyone see him out there at all?

A. I do not know; I cannot tell you that.

Q. You say sometimes you have seen the door closed and the bar up?

A. It was closed and the bar in, yes, sir. [172]

Q. You have worked there for eleven years?

A. Yes, sir; I think, last March.

Q. Was that the usual condition, for the door to be closed and the bar up during those eleven years?

A. I have seen it up. I never seen both the door open and the bar off; to my knowledge, this was the only night.

Q. This was the only night that you saw the door open and the bar down?

Mr. COONAN.—He has seen the door closed and the bar down.

Mr. DICKSON.—Q. This is the only time in eleven years that you have seen the door open and

(Testimony of James Mason.)

the bar down?      A. I didn't say that.

Q. You said that you had never seen both the door open and the bar down.

A. I said I never seen it.

Q. At any time?

A. No, not to my knowledge.

Q. You say that the boys persistently opened that door?

A. I guess they did pretty near every night; they do it yet, too.

Q. The ones who opened that door were usually the young fellows who sat around near to it?

A. Generally.

Q. They were all young fellows?

A. Mostly all young fellows.

Q. How many were there in the bunch of young fellows that would sit around that boat, and take a hand in opening the door?

A. Sometimes there were not very many, and at other times there were lots of them.

Q. At this time?

A. Quite a lot of them at that time.

Q. I mean young fellows that had nothing to do with the opening and closing of the door?

A. Generally the ones that are right near the door.

Q. How many were there in that bunch, something like 6 or 8?

A. Yes, sir; more than thirty or forty. [173]

Q. Sitting around close to that door, they would take a hand in opening it?      A. Yes, sir.

Q. Do you mean, forty on the lower deck?



(Testimony of James Mason.)

A. I guess there are 100 sometimes, pretty near, when it is cold weather.

Q. That was not used as much by the passengers as the upper deck?

A. In cold weather it was.

Q. When the boat was running on her run, all those passengers on the lower deck would usually go out the cargo-port door?      A. Yes, sir.

Q. You said that when it came to opening that door and getting off, you were as bad as the rest of them?      A. Yes, sir; I generally was.

Q. In other words, you would give a hand on the door if he became hot?

A. It was very seldom I was up that close to the door; they would have it opened by the time I got there.

Q. You do not mean by that that there was a man stationed there to keep you from opening that door, that you would use physical force to the officer or men on the boat?

A. No, I think I have better sense than that.

Q. Did you ever see anyone on that boat use physical force to push aside or do away with the man who was stationed there to guard it?

A. No, I never seen them force it away. I have heard them sass them lots of time, talk back to them.

Q. Whose post of duty was it to be stationed there at that bar to see that they did not take it down?

A. I do not know that; I do not know the rules of the ship, I do not know who was supposed to do that.

(Testimony of James Mason.)

Q. And it was not very often there was anybody there, was it?

A. Once in a while there would be.

Q. They were not stationed there regularly?

A. No, sir. [174]

Q. So a greater part of the time the boys there would open and close that door as they saw fit?

A. Yes, sir.

Q. Did the boys as a rule take the bar down before the boat got to the landing?

A. Yes, sir; they did lots of times.

Q. Within a few weeks prior to this accident, were they then taking the bar down themselves?

A. Yes, sir; and yet too.

Q. Still take it down? A. Yes, sir.

Q. Anybody stationed there?

A. No, nobody stationed there.

Q. No precautions are taken at all?

Mr. COONAN.—I object to that question as referring to the present time.

The COURT.—Objection sustained.

Mr. DICKSON—Q. You say in the morning that Nick usually put up the bar?

A. Yes, sir; he generally does, because he was there first. There was other people there before Nick.

Q. If Nick happened to be there first he did it?

A. Nick was always there first, but there were other men there, too; Nick was not always upon that boat.

Q. How long has Nick been upon that boat?

(Testimony of James Mason.)

A. I cannot say that, three or four years; he was second mate before he got to be first mate; sometimes they call it No. 1 and No. 2 deck-hands.

Q. They are not really mates, they have not mates' papers?

A. No, but we generally call them first and second mates.

Q. On the other side, leaving the Samoa side, I suppose the same rule prevailed, that the first one that happened to be there would put up the bar?

A. Coming this way,—we do not see the boat when she goes the other way—the boat is always there when we come down, and lots of times the door is shut; then we have got to go on deck and go downstairs. If the door is open, the bar is generally in, and we go over the bar; some of the young fellows go over it. I go under it. [175]

Q. The bar is generally in at that time?

A. Yes, sir.

Q. Would Nick be stationed there while you go in under the bar on the Samoa side?

A. Nick is taking tickets.

Q. Up on the other deck?

A. He stands over the end of the gang-plank.

Q. On this particular night, the 15th of January, 1915, who was taking tickets?

A. I guess that man there was. I do not know his name, Mr. Knudsen, that man over there.

Q. He is the other deck-hand? A. Yes, sir.

Mr. COONAN.—That is Mr. Knudsen

Mr. DICKSON.—That is the other deck-hand?

A. Yes, sir.



(Testimony of James Mason.)

Redirect Examination.

Mr. COONAN.—Q. Mr. Mason, on going onto the boat from the Samoa side, have you seen that cargo-port door closed and no bar up. I mean from the outside of the boat, as you are going on board the boat, from the Samoa side?

A. I think I have, if the door was closed.

Q. And there was no bar up? A. Yes, sir.

Q. You do not intend to state in your testimony, do you, that upon those evenings the bar was not up and the door was open?

Mr. DICKSON.—I object to his asking him as to what he intended to state. If he wants to ask him what the facts were, all right.

The COURT.—His testimony is quite clear. He says he never saw the door open and the bar not up.

The WITNESS.—You mean to say I said that the door was open and the bar not up?

Mr. DICKSON.—Q. You say that you have on the Samoa side observed that door closed and the bar not up?

A. Yes, sir; that is what I said.

Q. When did you see that?

A. It is pretty hard to say that. I did not keep any days or dates about that; I have other things to trouble me. [176]

Q. It may have been a long time ago?

A. Yes, sir.

Q. You traveled on that boat when there was no bar at all? A. Yes, sir.

Q. You traveled on that boat when they had noth-

(Testimony of James Mason.)

ing but a chain on it?      A. Yes, sir.

Q. You remember when they were forced to use a door instead of a chain?

A. I don't know; Captain Coggeshall was the first man who ever put that bar in.

Q. He changed from chains to the bar?

A. Yes, sir.

Q. On the Samoa side when the door was closed you, of course, would board the boat on the middle deck?      A. From the upper gang-plank.

Q. There was nothing on those occasions that would call your attention to the bar?

A. No, sir.

Q. As to when you observed that door closed and the bar up, you could not say when it was?

A. No, sir.

Q. It may have been a long time ago?

A. I generally wait on this side whether the bar is in or not, until they open the door. If I happen to be up and around and in an argument, I do not pay attention to that every night.

Mr. DICKSON.—That is all.

**Testimony of E. J. Weber, for Petitioner.**

E. J. WEBER, called for the petitioner, sworn.

Mr. COONAN.—Q. Where do you live?

A. Here in Eureka

Q. Where are you employed?

A. With the Hammond Lumber Company.

Q. How long have you been employed with the Hammond Lumber Company?

A. Twenty-two years in that plant.

(Testimony of E. J. Weber.)

Q. During the last 5 or 6 years have you gone to your work and come from your work on the steamer "Antelope"? A. Regularly.

Q. Upon the evening of this accident, the 15th day of January, 1915, were you on the steamer "Antelope"? A. I was. [177]

Q. Do you remember the accident?

A. Yes, sir.

Q. Where were you?

A. I was on the middle deck, about midway of the ship.

Q. That is the deck above the lower deck?

A. Yes.

Q. Did you see Early strike the water?

A. No, sir; I did not see him strike the water; I was standing up, leaning against the rail; I heard the splash; I looked over and seen him in the water.

Q. What did you do after you saw him in the water?

A. I was afraid he was getting in the wheel; I kept watch of him until he was clear of the wheel; then I ran to the pilot-house.

Q. What did you say to the captain?

A. When I got around to the entrance of the upper deck I could see him there, and I hollered to him, "Man overboard," and he echoed back, "Man overboard."

Q. Did he stop the ship? A. Yes, sir.

Q. Immediately? A. Yes, sir.

Q. Did he reverse the engines? A. Yes, sir.



(Testimony of E. J. Weber.)

Q. Did you proceed back to the place of the accident?

A. No, sir; I walked back on this upper deck to the wall that is next to the wheel; I looked over to see whether I could see him.

Q. You did that?      A. Yes, sir.

Q. Could you see him at that time?

A. My eye got an object on the water; I watched it, but it turned out to be something else; I supposed it to be a life-preserver.

Q. How much time elapsed from the time that you saw the boy in the water until you went back near the wheel and looked for him again?

A. It could not be over 3 minutes, at the outside.

Q. You were not able to see the man in the water at that time?      A. No, sir.

Q. Was the light sufficient to have seen him if he was above the water?      A. Oh, yes.

Q. Where did you usually travel upon the "Antelope" coming from [178] Samoa?

A. On the upper deck usually, on the middle deck; it is really the middle deck.

Q. Did you frequently travel on the lower deck?

A. Not very often, sometimes; awhile back the running bridge was out of commission and I would go below because it was hard to get off.

Q. Did you ever see the men crowd the cargo-port door and open that door?      A. Oh, yes.

Q. Have you heard members of the crew tell them not to do that?      A. Yes, sir; many times.

Q. Did they disregard that warning?

(Testimony of E. J. Weber.)

A. When the gangway was out of commission on this side, when the tide was very low, or very high, I mean, there was no plank; the first deck-hand would go down there; he would go down there and lean over these cargo-port doors. They would go after him for not letting them out but he never would. I have seen them go under it.

Q. He could not prevent them from going over it?

A. They were like a bunch of rats.

Q. Have you ever seen the men go over the side of the upper deck?      A. Yes, sir.

Q. Did these men usually have nails in their shoes?

A. I don't know.

Q. They climbed right over the upper rail?

A. Yes, sir.

Q. And did they go ashore?

A. Yes, sir; jumped.

Q. Jumped from the upper rail; is that correct?

A. Correct.

Q. At the time you saw the boy in the water, how was he dressed?

A. He had a big slouch coat on; outside of that I don't know.

Q. Would you say that the overcoat was heavy?

A. I would say that it was a pretty heavy coat; it was kind of a long ulster, and it came pretty well down to the ground; whether it was heavy material or not, I do not know.

Q. After the captain stopped the ship he backed the ship didn't he? [179]

A. Yes, sir.

(Testimony of E. J. Weber.)

Q. Did he go to the place where the accident had occurred?

A. As near as I could measure he did.

Q. How long did the captain stay around there?

A. I could not say just how long because I never timed it. I know I was a half an hour late getting home; I missed two street cars.

Cross-examination.

Mr. DICKSON.—Q. You were on the middle deck? A. I was.

Q. Did you see any small boat lowered?

A. No, sir.

Q. Did you see any attempt to lower any small boat?

A. No, sir; in fact, I did not look.

Q. Other than the throwing over of the life-preservers, did you observe any attempt to rescue the boy after he was in the water?

A. No; I did not see any life-preservers thrown either, although I saw them in the water; supposedly life-preservers.

Q. When you saw this boy in the water after you went back, you were in the back part of the boat,—you say you thought it was a life-preserver.

Q. It was rather hard to distinguish what it was?

A. Yes, sir; it was hard to tell what it was.

Q. Was the sea choppy at that time?

A. Not very; just a little wind up.

Q. It was just growing dusk, was it not?

A. Yes, sir; sundown.

Q. So it would be rather hard to distinguish a



(Testimony of E. J. Weber.)

small object at any very great distance in the water?

A. To tell distinctly what it was, it would be.

Q. You thought afterwards this object might be a life-preserver?

A. I see it drift up against the Occidental dam; I watched it.

Q. When you first caught sight of it, it was hard to distinguish what it was?

A. It was pretty hard to distinguish whether it was a life-preserver or a coat; it looked something like a life-preserver, [180] or some coat drifting on the water; I concluded it was a life-preserver.

Q. At about what distance were you looking at that object?

A. The distance of a city block; 300 feet or so.

Q. How long did it take the captain to bring that boat to a standstill, after he got the notification that there was a man overboard?

A. That would be only my opinion; you might have just as good an opinion as me on that.

Q. Can you give us any idea of the distance she ran before she was stopped?

A. It would not be long; from the experience I have had around it would not be necessary to run over the length of a block or so before she came to a standstill; the wind was strong against her or practically against her, in the west.

Q. That was after you had given the alarm?

A. Yes, sir.

Q. You watched the boy until he got clear of the wheel?      A. Yes, sir.

(Testimony of E. J. Weber.)

Q. You mean by that, that he did not get in it?

A. He did not get in under.

Q. You are sure he was not struck by the wheel?

A. No, he was not struck by the wheel.

Q. He was still struggling in the water the last time you saw him?      A. Yes, sir.

Q. Your notification to the captain was the first he had received?

A. I presume so, because he paid strict attention to it.

Q. There had been no efforts to stop the boat prior to that time?      A. I don't think so.

Q. Do you know whether or not there was a speaking-pipe from the engineer's room up to the captain's?

A. I don't know; but I could hear—when I called to him—immediately I could hear the wires rattling from the pilot-house.

Q. You say you have seen the boys open and close that door repeatedly? [181]

A. Not this boy exactly; I have seen the crowd do it.

Q. That was a usual thing?

A. Yes, that was a usual thing.

Q. Night after night?      A. Yes, sir.

Q. What effort was made to stop them from doing that?

A. I don't know as I ever see any effort made to stop it; only at the time the passengers were going out at the lower deck.

Q. That was after they got to the landing?

(Testimony of E. J. Weber.)

A. Yes, sir.

Q. You never saw any effort to stop them from opening that door out at the bay when the whistle blew? No, sir.

Q. The whistle usually blew about opposite the Occidental Mill?

A. Each captain has his own location about blowing whistles; this captain generally blew about D or E streets; but sometimes before we got up to E Street; most of them generally blow opposite the Occidental Mill.

Q. That is the time the boys would open this door?

A. Sometimes; and sometimes they would open it before.

Q. You never saw any objection offered to that practice, did you,—to the boys opening the door out there? A. No, not as I remember.

Q. What you did see objected to was going under or over the bar at the landing?

A. Well, before she landed.

Q. Just before she landed?

A. Yes, sir. I used to see the crew or man in charge object to taking this bar out before the ship was in.

Q. They did not seem to regard the opening of the door as an important matter?

Mr. COONAN.—That question is objected to as calling for the conclusion of the witness.

The COURT.—Sustained. [182]

Redirect Examination.

Mr. COONAN.—Q. If I understand you correctly,



(Testimony of E. J. Weber.)

you saw only one object upon the water after the accident?     A. That is all.

Q. You did not know what that object was first?

A. It struck me that it was still him on the water, but I watched until I was sure it was no man.

Q. Did you state that it went up against the Occidental dam?

A. Yes, sir; but I could not see it any more.

Q. You said that different captains blew the whistle for landing at different places?

A. Yes, sir; at little different places.

Q. This captain blew the whistle between D and E streets?     A. As a general rule; yes, sir.

**Testimony of Nick Muster, for Petitioner.**

NICK MUSTER, called for the petitioner, sworn.

Mr. COONAN.—Q. Where were you employed in January, 1915?

A. For the Coggeshall Launch Company.

Q. What boat were you on?

A. On the "Antelope."

Q. What was your position?

A. My position was to collect the tickets and to look out for the gang-planks.

Q. What was your position known as?

A. No. 1 deck-hand.

Q. Were you No. 1 deck-hand?     A. Yes, sir.

Q. On the 15th day of January, 1915, were you upon the boat?

A. No, sir; I was in the hospital.

Q. Did you notify Captain Coggeshall that you

(Testimony of Nick Muster.)

would not be upon the boat upon that day?

A. I asked Krohnie to get away; I did not ask Captain Coggeshall to go out of the boat.

Q. If I understand you, you did ask Captain Krohnie if you could get away from the boat, but you did not ask Captain Coggeshall? A. No, sir.

Q. What were your duties as first deck-hand?

A. What my duty [183] is? Look out for the gang-planks, on the main deck.

Q. Were you ever No. 2 deck-hand?

A. Yes, sir.

Q. When were you No. 2 deck-hand—what were your duties when you were No. 2 deck-hand?

A. To go down on the lower deck and close the door.

Q. After you closed the door, what were your duties A. Come up and let go my stern line.

Q. When you were second deck-hand, were you given any instructions concerning this cargo-port door? A. Yes, sir.

Q. What were your instructions? Were your instructions in regard to the door, itself?

A. I have a cross-bar there besides the door; if you mean that.

Q. Did you receive any instructions to keep the opening closed?

Mr. DICKSON.—I object to the form of the question, as leading; he can let the witness tell what his duties were.

The COURT.—The objection is sustained.

Mr. COONAN.—Q. Can you state what your

(Testimony of Nick Muster.)

duties were in regard to that door, when you were second deck-hand?

A. My duties were to close the door.

Q. Suppose it was a nice day?

A. If it was a nice day, I put the bar across.

Q. Did you ever receive any instructions to put the bar up and close the door at one and the same time?

A. No; sometimes I would put up the bar, and sometimes I would close the door; sometimes I opened the door and put up the bar.

Q. As second deck-hand, did you ever have any trouble?      A. Never.

Mr. DICKSON.—I think that question is leading.

The COURT.—The objection is sustained.

Mr. COONAN.—Q. As second deck-hand, did you ever warn the men not to touch the door and the bar?

Mr. DICKSON.—I object to the form of the question as leading.

The COURT.—The objection is overruled. [184]

Mr. DICKSON.—Exception.

A. A hundred times.

Q. Did they observe the warnings that you gave them?      A. Them boys will not listen to me.

Q. They will not?      A. No, sir.

Q. As first deck-hand have you ever given any instructions to the men in regard to opening that door?

A. I see the men take down the bar before we got alongside of the wharf.

Q. Did they disregard those instructions?

A. They won't do it.



(Testimony of Nick Muster.)

Q. Have you ever given instructions to the boys and the men about climbing over the upper railing?

A. I talked to them so many times on the boat; but a man cannot stop them.

Cross-examination.

Mr. DICKSON.—Q. Nick, how long have you been employed by Coggeshall?

A. I am employed five years; \$25 a month.

Q. Are you employed by him now?

A. I am working in the same place now.

Q. Right in the same place to-day?

A. Yes, sir.

Q. You have been sick a good deal recently, haven't you?      A. I was sick, yes.

Q. You have been in the hospital lately?

A. It is two weeks, now.

Q. It was since the accident?

A. It was before the accident, and then I was in the hospital at that time.

Q. When you are in the hospital your time goes right on just the same?

A. Captain Coggeshall, he pay me right along.

Q. He has been very good to you?

A. So he do.

Q. At this time, of the happening of this accident, you say you were in the hospital: Was that the first time you went in the hospital since you have been in Coggeshall's employ?

A. That is the first time. [185]

Q. How long were you in the hospital at that time?

(Testimony of Nick Muster.)

A. I was exactly two weeks, fourteen days.

Q. Your time went right along just the same?

A. Yes, sir.

Q. When did you go into the hospital?

A. The 9th of January, I guess.

Q. And you were there two weeks?

A. Yes, sir.

Q. Then you must have come out the 23d or 24th of January?      A. The 23d.

Q. Did Coggeshall know when you came out the hospital?

A. Coggeshall, he know after I came to the hospital, because I saw him before; I told him another couple of weeks.

Q. Did your time go along then?      A. Yes, sir.

Q. Coggeshall knew all about that, did he?

A. He knew I was sick, as far as I know.

Q. Were you sick for a time, even when you were around about your work, before you went to the hospital? You were not feeling well before you went, were you?

A. I guess I was sick before that.

Q. Did Captain Coggeshall know you had been sick before that?

A. Coggeshall, I never spoke to him; I spoke to Captain Krohnie about it.

Q. You spoke to Captain Krohnie?

A. Yes, sir.

Q. Then Coggeshall knew it?

Mr. COONAN.—I object to that. He said he told

(Testimony of Nick Muster.)

Captain Krohnie, he did not tell Captain Coggeshall.

The COURT.—The objection is overruled.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q. Captain Coggeshall knew, did he not, that you were sick?

A. Coggeshall, I don't know whether he knew if I were sick or not; I did not ask Captain Coggeshall to go to the hospital. I ask Captain Krohnie; that is my boss.

Q. When did Coggeshall first find out that you had been in the [186] hospital?

A. Indeed, I could not tell about that.

Q. Could not tell about that? A. No.

Q. You never sent any word to him while you were in there?

A. After I came to the hospital, I guess it was, that would be four or five days after, I came from the hospital; I was down to the boat.

Q. That is the first Coggeshall knew that you had been in the hospital?

A. I talked with him. He asked me how I get along. I said I am no better. I do not know whether he knew before that.

Q. He knew that you had been sick?

A. Yes, sir.

Mr. COONAN.—I concede that he knew it that night he returned, that the man was sick.

The COURT.—He found it out the night of the accident, so the knowledge that he had after he came from the hospital is not of much importance.



(Testimony of Nick Muster.)

Mr. DICKSON.—Q. Did you know, Nick, after you went into the hospital, that your time was going to run along just the same?

A. I did not know nothing about that.

Q. When did you find that out?

A. I find that out when I draw my check.

Q. It was your duty as a No. 1 deck-hand on the Samoa side to look after the gang-plank?

A. For the tickets and gang-plank.

Q. When you were not there, who looked out for the tickets?

A. If I am not there, No. 2 deck-hand.

Q. He looked out for the tickets?

A. Yes, sir; if I am not there.

Q. When you were not there, you say it was the duty of No. 2 deck-hand to close the door and put the bar up?

A. If I close the door, there was no use to put the bar up.

Q. If you close the door, there was no use to put up the bar?      A. No, sir.

Q. So when you went down there and closed the door, you would not put up the bar?

A. No, sir. [187]

Q. If you left the door open you always put up the bar?

A. If the door is open, put up the bar.

Q. Have you ever closed the door and put up the bar, too?

A. That happens sometimes; a very few times in a year.

(Testimony of Nick Muster.)

Q. When you closed that door, you would not put up that bar but a few times in a year?

A. There is no use to put in both; when the door is closed, the bar is down; when the door is open the bar is up.

Q. You say the boys were in the habit of opening that door before they got over?

A. Them people pretty near did it all the time.

Q. And you could not stop them?

A. I could not stop them, no.

Q. You knew, before you left the Samoa side, that the door was always sure to be opened by the boys before they got to the Eureka side?

A. If the door is closed.

Q. You knew that before you left the Samoa side?

A. If the door has been closed.

Q. You knew that the door was almost sure to be opened by the boys before they got to the Eureka landing? A. They did that.

Q. You knew it?

A. I knew, because I see.

Q. You saw that they did it night after night?

A. Very nearly every night.

Q. And you would close the door and leave the bar down?

A. We closed the door and left the bar down; sometimes we get the bar up; sometimes we close the door and sometimes we put only the bar in its place.

Q. When was it that you became No. 1 deck-hand?

A. That came quite a long time ago.

(Testimony of Nick Muster.)

Q. About when?

A. Three years ago last March.

Q. Three years ago last March?      A. Yes, sir.

Q. After you became No. 1 deck-hand, you did not then have anything more to do about the bar and the door?

A. No, No. 2 deck-hand [188] has got to do that.

Q. No. 2 deck-hand has that to do?

A. Yes, sir.

Q. After you became No. 1, you did not try to keep the boys from opening the door?

A. I sing out from the upper deck; that is the only way.

Q. That is the only way?

A. Because I could not go down to the lower deck.

Q. You could not go down there then and stop them?      A. No, sir.

Q. What boys did you ever tell not to open that door, after you became deck-hand No. 1? Give us the names of a few of them.

A. I cannot name any of them.

Q. You can't name any of them?

A. No; people change; maybe I knows his name for a few days, then after that I forget it.

Q. When you had this trouble with the boys about the door and the bar, was that when you were No. 1 or No. 2 deck-hand?

A. It was at the time I was No. 2 and at the time I was No. 1. When I was No. 1 I sang out from the upper deck; at that time they wanted to take the bar



(Testimony of Nick Muster.)

out or open the door.

Q. Just tell us what kind of trouble you had.

A. No trouble at all; just to stop it.

Q. No trouble at all?      A. No, sir.

Q. You just told them to stop it?      A. Yes, sir.

Q. Nick, when you found out that the boys would not pay any attention about opening that door, did you keep on telling them night after night?

A. I would tell them right along.

Q. All the time that you were No. 1 and No. 2, you kept telling these boys not to open that door?

A. Yes, sir.

Q. Every night?      A. Yes, sir.

Q. Regardless of the fact that they would not pay any attention?

A. They would not pay any attention, that is one sure thing. Sometimes I got a bucket of water from the *make* deck to make them [189] stay in.

Q. You kept telling them every night?

A. Yes, sir.

Q. Nick, have you been talking over this question with Captain Coggeshall, or his attorney, within the last few days?      A. No, sir.

Q. Haven't they mentioned the subject to you?

A. The first thing this morning Captain Coggeshall, he came on board and said, "You got to go to court"; that is the first thing I knew about it.

Q. Nothing mentioned before this morning?

A. Nothing; no.

Q. Did he intimate to you this morning what your line of testimony was to be?

(Testimony of Nick Muster.)

A. He told me nothing at all.

Q. He told you nothing at all?      A. No, sir.

Q. You feel very friendly to Captain Coggeshall; the captain has been very kind to you, hasn't he?

A. Captain Coggeshall is a good man to me, and I try to do my duty at the same time.

Redirect Examination.

Mr. COONAN.—Q. Mr. Muster, did I ever discuss this case with you prior to this morning?

A. No, sir.

Q. I did not know you before this morning—how long did I discuss this case with you this morning?

A. Two minutes, a minute and a half.

Q. Mr. Muster, I want to ask you if prior to this sickness of Janaury, 1915, if you did not hurt your foot at one time; do you remember of hurting your foot?

A. Yes, sir; I remember that; that was this year.

Q. It was prior to that date?      A. No, sir.

Q. When you hurt your foot, did your time go on?

A. You bet you.

Q. At the other times when you were in the hospital, did your time go on?

A. I got my time then.

Q. In regard to what you did to prevent the men from getting off the boat on the lower deck, I will ask you if you ever chained that door?

A. We chained the door, with Captain Johnson, that [190] was the first time; then he locked the door. We chained the door and the first thing they broke the chain.

(Testimony of Nick Muster.)

Q. And the second time?

A. The second time was with Krohnie.

Q. What happened?

A. They broke the chain to open the door.

Q. Suppose the bar was up when you arrived over at Samoa, and it was a cold day, and you closed the door, would you also take the trouble to remove that bar before you closed the door?

A. No use to move it, because the bar is outside of the door.

Q. If the bar was outside of the door, you would close the door and you would not remove the bar: Is that correct?

A. Sometimes I might do that; sometimes not.

Q. Sometimes you would move the bar?

A. Yes, sir.

Q. (Mr. DICKSON.) Sometimes the bar was up and the door closed?

A. Yes, sir; on a cold day.

Q. Nick, when the boys broke these chains, did you put on stronger chains after that?

A. No, sir; the time they broke the chain,—next time they would break the ship.

Q. You thought there was no chain that would hold them?     A. No, I don't think so.

**Testimony of John R. Jacobson, for Petitioner.**

JOHN R. JACOBSON, called for the petitioner, sworn.

Mr. COONAN.—Q. What is your name?

A. John R. Jacobson.

Q. Where do you reside?     A. Eureka.



(Testimony of John R. Jacobson.)

Q. By whom are you employed?

A. By Captain Coggeshall.

Q. How long have you been employed by Captain Coggeshall?      A. Three and one-half years.

Q. Were you employed by him on the 15th day of January, 1915?      A. Yes, sir.

Q. In what capacity?      A. Engineer.

Q. Engineer of what?

A. Of the steamer "Antelope."

Q. Were you present when the accident occurred whereby Early lost [191] his life?

A. I was right at my post.

Q. State what happened.

A. We got around the bend a little ways, and I heard a shout, "Man overboard"; but I did not pay much attention to it, because I have heard that often. I looked out toward between-decks, and I seen them pulling the life-preservers down. When I seen that, I shut off my steam, so that she would not take full headway. I made about two steps to see whether that door was open, or whether he fell from the upper deck. I took about four steps when I got a signal to slow down, and shortly after that to stop, so I remained right there.

Q. Do you mean that after you heard the shout by someone that you received a signal from the captain?

A. Yes, sir.

Q. Was that the reason you waited for a signal?

A. Yes, sir.

Q. Did you know an accident had occurred?

A. I knew that there was a man overboard.

(Testimony of John R. Jacobson.)

Q. By the shout of someone. Did you slow down the speed of the vessel?

A. Very little, yes; some, yes.

Q. Do you know what the tide was? A. Ebb.

Q. What is known as ebb tide? A. Yes, sir.

Q. Do you know what the character of the wind was? A. A very strong head wind.

Q. In what distance do you say the boat stopped?

A. She stopped in 120 feet, 100 feet.

Q. How long a time do you think it took you to stop the boat?

A. It took me about one minute to stop the boat.

Q. Did you reverse the engines also?

A. As soon as I got the signal from the captain, yes, sir.

Q. How long was it before you received the signal to reverse the engine?

A. Probably 45 seconds to a minute, somewhere around that.

Q. What did you do then?

A. I reversed my engines. [192]

Q. What did the captain do with the ship, as far as you could observe?

A. What I observed, when the engine was stopped, was slowed down, he starboarded his helm; as soon as he had a little headway he continued with the starboard helm, then he moved his helm over to port, and backed her.

Q. In what position did this throw the boat?

A. It threw the boat around to the north, to the westerly.

(Testimony of John R. Jacobson.)

Q. The bow of the boat was heading to the westward of north?

A. No, when we slowed down I was heading from westward, then she swung to the north.

Q. Did you remain about the point of the accident? A. Yes, sir; pretty much.

Q. How long did you remain there?

A. Fom the time we slowed down until we got under headway against, it must have been not less than ten minutes, in that neighborhood, probably; I could not state exactly.

Q. Have you ever heard the deck-hand tell the men not to go out through the cargo-port door?

A. Yes, sir.

Q. Did they observe those instructions?

A. Nothing doing.

Q. Do you know how often that door is closed?

A. No, I know it is closed mostly every morning, but in the evening it is very seldom ever closed.

Q. It is usually open?

A. It is usually open in the evening.

Q. Did you look out to the place of the accident?

A. No, sir.

Q. Did you see anything floating by you on the water?

A. I seen some life-preservers floating up.

Q. Did you see the body of George D. Early at all?

A. No, sir.

Q. After you arrived at the dock, did you go up onto the Texas deck, where the captain is?

A. I would not be sure.



(Testimony of John R. Jacobson.)

Q. Did you see life-boats up there?

A. Yes, sir; the port life-boat [193] had been swung out and remained out until we came on deck. I was asked to come up and give him a hand—I do not remember by whom,—so I went up to help him.

Q. From your observation, was it in a condition to be lowered at that time?      A. Yes, sir.

Cross-examination.

Mr. DICKSON.—Q. You remained at your post of duty all the time?

A. Yes, sir.

Q. The captain remained at his post of duty in the wheel-house?

A. I could not see the captain; I do not know.

Q. Have you any speaking tube connecting between the engineer's post and the captain's post in the wheelhouse?      A. Yes, sir.

Q. Were you not in conversation with the captain?

A. Not at all.

Q. Then you did not give the captain notice through the speaking-tube as soon as this outcry was raised?      A. No, I did not have time, because I had to slow the ship up.

Q. But the captain, he afterwards signaled back to you to stop the boat through this speaking-tube?

A. No, only by the bells.

Q. He gave you the signal by the bells?

Q. Then the captain, when he gave the signal, must have been in his pilot-house?

A. He must have been; sometimes a man is not right up there, he might have another man there,

(Testimony of John R. Jacobson.)

but I don't know. He might have been on the other side of the ship.

Q. Besides you and the captain and the two deck-hands, what other officers or men were on the boat? That is, what was her complement of men?

A. There was a fireman, deck-hand, I think that was all.

Q. The fireman was down at his post of duty?

A. Yes, sir.

The COURT.—Q. The master, the engineer, the fireman and two deck-hands, that is the complement of the ship?

A. That is the complement of the crew.

Mr. DICKSON.—Q. How many men did it require to lower away those [194] life-boats?

A. Two men it requires; it requires two men.

Q. Did you see any life-boats lowered?

A. I did not see any life-boat lowered.

Q. Was there any indication that they had been lowered?

Mr. COONAN.—We do not claim that they were lowered.

The COURT.—I understand they were swung out.

Mr. DICKSON.—Q. One man could swing them out, could he not?

A. One man could swing them out.

Q. What can you say as to the condition of the light on that lower deck at the time the accident occurred?

A. The electric lights were burning between decks.

Q. The electric lights were on?

(Testimony of John R. Jacobson.)

A. Before we left Samoa they were on.

Q. It was getting dusk before you left Samoa?

A. No, it was good daylight; it was not necessary for no lights whatsoever to be burned on that night.

Q. That door was closed?

A. That door happened to be closed that night, so I put the lights on; it was not necessary for the navigation of the vessel.

Q. You put the lights on?      A. Yes, sir.

Q. Did you put the lights on before you left the Samoa side?      A. Yes, sir.

Q. You testified, did you not, at the coroner's inquest held over the death of the deceased, George Earley?      A. Yes, sir.

Q. You were sworn at the time you testified, under oath?      A. Yes, sir.

Q. I will ask you if this was your testimony given at that time: I will ask you first, if a transcript was taken of the testimony by a shorthand reporter?

A. There was someone there, I don't know.

Q. Was a shorthand reporter present at that time?

A. I did not [195] take any interest.

Mr. COONAN.—I will ask at this time that this witness be permitted to read the transcript, so that he may be permitted to answer the questions. I think they got his name as Albert Jacobson by mistake.

Mr. DICKSON.—Q. Referring to the testimony given by the person under the name of Henry R. Jacobson, is there a mistake in the name?



(Testimony of John R. Jacobson.)

The WITNESS.—That is all correct that I testified.

Q. You think that is the way you testified (handing transcript to witness).

A. I heard lots of things; people were putting it down there—the man was.

Q. What man are you referring to?

A. I did not hear anything in regard to the man going overboard. I was not asked anything about it.

Q. I will ask you if this was your testimony:

“Q. Tell us what you know about the condition of the boat when you left Samoa on the trip across?

A. We left Samoa, right before we left I put the lights on. I looked out in the lower deck where the passengers were and there was no light there, and I went out and the lamps were unscrewed, so I went around and screwed them up again, and told the boys, ‘You should not smoke in here,’ then when I came back again I said the same thing, and then I went to my engine and I never heard anything until I heard the bells to stop the engine—”

The WITNESS.—(Intg.) That is not what I said. I told the boys, “You cannot see to smoke”; that is what I said.

Q. (Reading:) “We left Samoa, right before we left I put the lights on. I looked out in the lower deck where the passengers were and there was no light there, and I went out and the lamps were unscrewed, so I went around and screwed them up again, and told the [196] boys, ‘You should not smoke in there,’ then when I came back again I said

(Testimony of John R. Jacobson.)

the same thing, and then I went to my engine and I never heard anything until I heard the bells to stop the engine.” A. Yes, sir.

Q. That was when you told them it was too dark?

A. I says, “You cannot see to smoke.” Generally when I start the donkey, the lights start; but someone had turned them out, four of them were out; that was only about a minute after I started the donkey.

Q. Then up to the time you screwed those lights on, it was quite dark?

A. It was dark in between-decks.

Q. “Then when I came back again I said the same thing, and then I went to my engine.”

A. I must have heard lots of things; I certainly must have heard something.

Q. You are not sure at this time just what it was you heard, between the time of the accident and the time you got the signal from the captain?

A. No, I did not pay any attention; there was really no time then to listen to anything; I paid attention to my engine, to my duties.

Q. How long a time elapsed from the time you first knew of the accident until you got the signal from the captain? A. Not quite a minute.

Q. Is your recollection very clear on that?

A. Yes, sir. I can look out between-decks through the engine-room door. I got to make five steps to be able to see that door. When I first heard the cry of “Man overboard” the throttle was not open. When I seen them put down the life-preservers I

(Testimony of John R. Jacobson.)

swung the throttle open; then I went forward to see the view from the lower deck, but I did not have time to go back there and see whether the door was open or not; I got the signal and went right back, so I did not see the door. The people on the lower deck, what they were doing, I don't know. [197]

Mr. DICKSON.—That is all.

**Testimony of Charles H. Smith, for Petitioner.**

CHARLES H. SMITH, called for the petitioner, sworn.

Mr. COOK.—Q. By whom are you employed?

A. By the Coggeshall Launch Company.

Q. How long have you been employed by the Coggeshall Launch Company?

A. Since 1903, all except nine months, or a year.

Q. Prior to January 15, 1915, had you ever been laid up, or had you taken off holidays for any purpose, from the Coggeshall Launch Company?

A. Yes, sir.

Q. Had you ever been sick prior to January 15, 1915? A. I don't think I had.

Q. Did you ever lay off from the Coggeshall Launch Company prior to that time?

A. I might have, a day or so.

Q. Do you know whether you have laid off for a day or so? A. I might have.

Q. Do you know what the custom and practice is with the Coggeshall Launch Company in regard to payment of employees during the time that they are sick?

Mr. DICKSON.—That is objected to as irrelevant,



(Testimony of Charles H. Smith.)

incompetent and immaterial.

The COURT.—The objection is overruled.

Mr. DICKSON.—Exception.

A. The pay runs on just the same.

Mr. COONAN.—Q. Would that be true if you were taken to a hospital, also? A. Also.

Q. And if a man went to a wedding? A. Also.

Q. Or to a funeral? A. Also.

Q. In every one of these cases, his pay would run on? A. Just the same.

Q. This condition of affairs existed prior to January 15, 1915? [198]

A. As long as I have been there, I have never seen a man docked for them.

Cross-examination.

Mr. DICKSON.—Q. What position do you hold?

A. Captain of one of the boats.

Q. You say you have never been laid off sick?

A. Yes, sir; I have, between that time; yes sir.

Q. Who else in his employ have you known to be laid off sick?

A. Everybody gets sick once in a while.

Q. Give me the name of the person in his employ?

A. Mr. Lubert; he is one; there are four or five others there.

Q. Just name them; those who have laid off on the sick list? A. I cannot remember all of them.

Q. The only ones you remember are Lubert and yourself? A. Yes, sir.

Q. How long was Lubert laid off?

A. I cannot tell you. I do not think the man had

(Testimony of Charles H. Smith.)

been sick but a couple or three days since I was there.

Q. How much was Lubert paid, when he was sick?

A. I don't know anything about his pay.

Q. You don't know whether his time went on or did not?      A. He never said anything to us.

Q. As a matter of fact, you do not know?

A. I know his pay goes on.

Q. Who told you that?

A. Lubert told me himself.

Q. Mr. Lubert had not said anything to you about it?

A. Of course he had said something to me about it.

Q. As I understand it, Mr. Lubert and yourself, are there any others of whom you had any knowledge of having laid off while in the employ of the Coggeshall Launch Company?      A. That I cannot say.

Q. Lubert's time ran for two or three days while he was sick? [199]

A. I never heard anybody say anything about it; everybody's, as I far as I know.

Q. In other words, you never heard that subject discussed at all?

A. I am looking out for myself.

Q. Did you hear that subject discussed this morning? Did anyone discuss that with you this morning?      A. No, sir.

Q. Has anyone discussed that with you during the last day or two?      A. No, sir.

Q. You did not know what you were to be questioned on here when you were brought up here as a witness?

(Testimony of Charles H. Smith.)

A. No, sir; I was just told a few minutes ago that I should come up, a quarter past eleven.

Q. Did you know then what you were to be questioned about?

A. I did not know until I got on the stand.

Redirect Examination.

Mr. COONAN.—Q. You remember that you were married, Mr. Smith? A. Yes, sir; I do.

Q. How long were you away from the Coggeshall Launch Company?

A. Twenty-four hours, I guess.

Q. Did you take a vacation at that time?

A. A little while off.

Q. How long was that?

A. I was off a week.

Q. What year was that?

A. I think I have been married about five years.

Q. Did your pay run on?

A. My pay went on.

Q. Did you have a vacation every year?

A. I had a vacation any time I wanted it.

Q. Did your pay run on when you did receive a vacation? A. My pay ran on.

Q. Do you know a man by the name of Si Epps, who formerly worked for the Coggeshall Launch Company? A. Yes, sir.

Q. Do you remember when he got married?

A. Yes, sir.

Q. Did he take a vacation?

A. He took it.



(Testimony of Charles H. Smith.)

Q. Do you know whether or not his pay went on?  
[200]

A. He told me his pay went on just the same.

Mr. DICKSON.—Q. You only know that he told you?

A. If a man tells me that it must be true; a man tells me his pay went on it must be so.

Mr. DICKSON.—I move that the testimony be stricken out on the ground of hearsay.

The COURT.—Let it go out.

**Testimony of Walter Coggeshall, for Petitioner  
(Recalled).**

WALTER COGGESHALL, recalled.

Mr. COONAN.—Q. What is the policy of your company in regard to paying men when they are sick or upon a vacation, or an absence of whatever character it may be?

A. The policy of my company is that if a man is sick or has a legitimate reason for wishing to get away, like a death or a wedding, or anything that he wishes to get away for, I never have docked a man yet in my life, during my business career; I have been on this bay for 14 years, and I have yet my first man to dock for being absent from his duties.

Q. Then the payment of Nick Muster of his wages, in the month of January, 1915, when he was sick was not the first and only occasion?

A. No, it had been going on ever since I went in business. I have never docked a man yet for being absent from his duty.

Q. You said that in January, 1915, the dock of

(Testimony of Walter Coggeshall.)

the steamer "Antelope" was at G street?

A. Yes, sir.

Q. You said that the dock piles at the old dock were in the same position in regard to the wharf at G street as at the present one?

A. The same position but different in the character of the piles.

Q. What is the difference?

A. On the old dock, the piles were very much larger than the present piles; these are lighter. The old dock was built heavier, consequently it put the steamer further [201] away from the dock than she is in the present place; these piles set out further. Where the large plank goes down it makes two corners. Now, in the present dock there are no fender piles, at these corners. In the old dock there were fender piles probably 12 to 14 inches to protect them, consequently it got her further away from the gang-plank, some 12 to 14 inches than she is now,—the guard of the ship was that much further away.

Cross-examination.

Mr. DICKSON.—Q. You testified before the Coroner's inquest in this case, did you not?

A. Yes, sir.

Q. You testified under oath at that time?

A. Yes, sir; I suppose that I did.

Q. I will ask you if this is a portion of your testimony given at that time?

Mr. COONAN.—I will ask that the transcript be *present* to Captain Coggeshall so that he may re-

(Testimony of Walter Coggeshall.)

fresh his memory as to what he is going to be asked about.

Mr. DICKSON.—Q. Just referring you to that testimony (handing witness testimony).

A. That is my testimony, I swore to it, sir, under oath.

Q. That testimony was true?

A. To the best of my knowledge and belief.

Q. You testified at that time as follows:

“One of the Government laws of the Steamboat Inspection Service is, that if we have an opening in the side of the ship of any sort whatever, that opening must be protected in such a manner that there is no danger of passengers going overboard.”

Mr. COONAN.—That is objected to as not being cross-examination.

The COURT.—Objection overruled.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q. You so testified at that time, did you, captain?

A. That is part of my testimony; it is a little transcript of it, [202] but in answering that the full intent and meaning of the whole clause, I don't think is made plain.

Q. I will ask you if it is true that there is such a law of the Steamboat Inspection Service?

A. There is a law as understood by all steamboat men.

Mr. DICKSON.—Q. I will ask you what the law is.

Mr. COONAN.—I object to that upon the ground



(Testimony of Walter Coggeshall.)

that if there is such a law the law itself is the best evidence.

Mr. DICKSON.—He has testified that there is such a law.

The COURT.—He did not so testify in this court. We are not concerned with the testimony he gave in another case, insofar as it impeaches the testimony given here.

Mr. DICKSON.—Q. I will ask you, Captain, if there is such a law as that?

Mr. COONAN.—That is objected to, that the law itself is the best evidence.

The COURT.—The objection is sustained.

Mr. DICKSON.—Q. If I understand your testimony of yesterday, Captain, you stated that you were not obliged to put that bar across the door when the door was closed?

A. I repeat it, if you wish me to: That when the door is closed it is not necessary that there should be a bar across in front of that door; it is not necessary that there should be a bar across and in front of the door when the door is closed.

Q. Is that in conformity with your steamboat regulations?

Mr. COONAN.—That is objected to as calling for the conclusion of the witness as to what the steamboat regulations say.

The COURT.—I think we are wasting time on this question. The captain told us it was done because the Steamboat Inspectors gave him instructions to do so. If you are trying to show that that is not

(Testimony of Walter Coggeshall.)

true, then you may proceed, but if you are trying [203] to show that it is true, it has been established.

Mr. DICKSON.—I am trying to show that it is not true; that those instructions were not given.

The COURT.—Then if there is no law bearing on it, we can have it from the captain and in fact we are bound to do so.

Mr. DICKSON.—Q. I will ask you whether at the Coroner's inquest under oath you testified as follows: "We were obliged to put a bar across that opening"?

A. That is like a preacher, just a little text and there is nothing else with it; that is part of my general statement. I will look at it. I see that it is my statement.

Mr. COONAN.—If your Honor please, we are willing to submit that that was the testimony and we are willing counsel should introduce the whole of it and have it stipulated that if it is found impeaching evidence that it can be so considered by this Court, the whole of his testimony. That will save time and it will accomplish the result that he desires.

The COURT.—Counsel is not bound to introduce all of that testimony, but he introduces a portion of it. The respondent is entitled to introduce such portion of the remainder as explains or qualifies what may have been considered by counsel as impeaching.

Mr. DICKSON.—Q. You did testify that you were obliged to put a bar across the opening?

(Testimony of Walter Coggeshall.)

A. I so testified, if it is in writing there. I testified to everything on that paper. My name is sworn to it, and I will stand by it.

Q. It is a fact then that you were obliged to put a bar across that opening?

A. My instructions from the Federal Inspectors were, that here was this opening on the steamer "Antelope" and that when the opening existed, that is when we were to open that door, I must substitute the door with a bar. [204]

Q. Were your instructions to the effect that if an opening were there, you were required to have a bar across the opening?

A. That is just what I said to you, if you can understand English.

**Testimony of Bernard Kelly, for Petitioner.**

BERNARD KELLY, called for the petitioner, sworn.

Mr. COONAN.—Q. Captain Kelly, by whom are you employed at the present time?

A. By the Coggeshall Launch Company.

Q. How long have you been employed by the Coggeshall Launch Company?

A. A year ago the 6th of March.

Q. In what capacity are you employed?

A. Master of the steamer "Antelope."

Q. Have you master's papers for navigation of a vessel upon Humboldt Bay? A. Yes, sir.

Q. How much experience have you had upon the water? A. Thirty-eight years.

Q. Have you heard the testimony of the chief



(Testimony of Bernard Kelly.)

engineer Stephen Jacobson concerning how that boat was handled on the 15th day of January, 1915, after the accident?      A. Yes, sir.

Q. In your estimation as a marine man and as a man who has handled the steamer "Antelope" over a period of one year, is it in your judgment a good way to have handled that boat?

Mr. DICKSON.—I object to the question because this witness has absolutely no knowledge as to how the boat was handled, on that occasion, and further, he is not able to give expert testimony as to whether it was properly handled or not.

Mr. COONAN.—Q. Suppose there was an ebb tide and a strong northwest wind, and the steamer "Antelope" had proceeded to about 300 feet north of the Occidental Dam, and a person had fallen overboard, and the captain signalled to slow down, then to stop, and while under headway he starboarded his helm, and he signalled to back, and he then ported his helm, would you say that that would be a correct way to handle the steamer "Antelope" under those circumstances [205] which I have before given?

Mr. DICKSON.—I object to the question upon the ground that it is not shown that the hypothetical conditions given in the question were such as existed at the time. There was considerable evidence *pro* and *con* as to what happened with the boat and what was done by the master after the alarm was given; and he is now asking this witness a hypothetical question based upon facts which have not been shown to exist.

(Testimony of Bernard Kelly.)

The COURT.—That is the testimony of the engineer. The objection is overruled.

Mr. DICKSON.—Exception.

Mr. COONAN.—Q. Would you think that, under those conditions, the “Antelope” was handled correctly?

A. Yes, sir; I think she was. I think if anybody was coming up the bar and somebody fell overboard, the only thing that can be done, is to turn around. She will turn around quicker than she will back.

Q. As a matter of fact, if you step back can you see from the wheel-house immediately to the rear of the steamer “Antelope”?

A. I could see the rear, but I could not see anything in the water.

Q. Did you have to look a considerable distance from the ship to the water to see what there is in the water?

A. I could look over the rail and see on a parallel line of the ship, what is going on.

Q. If you put your helm to the starboard, is it not a fact that you could get a better view of the object that may be in the rear of the vessel than you could otherwise?      A. Yes, sir.

Mr. DICKSON.—The question is objected to as leading.

The COURT.—Overruled.

Mr. COONAN.—Q. Since you have been in command of the boat have you [206] had any trouble in regard to the men there going through the cargo port door?

(Testimony of Bernard Kelly.)

Mr. DICKSON.—That has no bearing on this case; it relates to a time after this accident occurred.

The COURT.—If it is an accident in which a man lost his life it might throw some light upon it. The objection is overruled.

A. I never had any trouble with the men; it is just simply a matter that they do what they want to. They are all on that boat, and the bay is in such a condition,—sometimes they rush to one side and we can hardly handle the boat.

Q. Have you ever attempted to restrain them?

A. Yes, sir; I have often talked the matter over with these people, but they go there just the same.

Mr. DICKSON.—The same objection.

The COURT.—The same ruling.

Mr. DICKSON.—Exception.

Mr. COONAN.—Q. Did they go over the rail on the upper deck also?

Mr. DICKSON.—The same objection.

The COURT.—The same ruling.

A. Yes, sir.

#### Cross-examination.

Mr. DICKSON.—Q. You say that the “Antelope” will turn around quicker than she will back?

A. Yes, sir.

Q. In how much of a space would it require for the “Antelope” to make a turn, how far forward would she have to go before she would be able to turn completely around?

A. As she is going full speed ahead she will turn in about a length and a half of the “Antelope,” with a good swing.



(Testimony of Bernard Kelly.)

Q. In your opinion that should have been done in the case that counsel put to you, a few minutes ago, would be, to swing the "Antelope" around?

A. Yes, sir. [207]

Q. And not to back her?

A. She will come around a certain distance, and in a wind she will stop; you have got to reverse your helm and back her to get her further around.

Q. How far would the "Antelope" go, if a signal was given to stop her, how far would she go before she would come to a dead halt, how far would her momentum carry her forward?

Mr. COONAN.—That is objected to unless he states the other element. The engineer testified that he turned off the steam a short time before he received the signal, and it was ebb tide.

The COURT.—Q. In what length of time would he stop under ordinary conditions? The objection is overruled.

Mr. COONAN.—Exception.

Mr. DICKSON.—Q. What length of time would it require to stop her under ordinary conditions?

A. Is it calm or windy?

Q. The wind is calm.

A. In calm weather, with full speed, she would run possibly 200 feet; I never measured it; as a rule when I make a full stop, I will stop 200 feet from the dock.

Q. Would that be with the engines reversed?

A. The engine is not off, she is stopped.

Q. The engine is simply stopped?

(Testimony of Bernard Kelly.)

A. Yes, sir.

Q. She would go about 200 feet?

A. I figure she would; yes.

The COURT.—Q. Of course, against a head wind that would be less?

A. If there is any wind she won't go very far. Sometimes when we have enough wind she won't go at all. She is certainly a contrary thing to handle. I have seen all classes of vessels and she is the contrariest thing I have ever handled.

Mr. COONAN.—I move to strike out the answer.

Mr. DICKSON.—Q. What seemed to be the trouble with the boat in handling her?

A. There is nothing about her; I handle her; only she is not a good boat to handle. [208]

The COURT.—Q. She is all right, but she is hard to handle?

A. She is bad to handle. I have been in stern-wheel steamers before, but there is no keel on these boats and they slip around pretty lively.

Mr. DICKSON.—Q. Do you think the boat should have a keel on her?

Mr. COONAN.—I object unless it is first shown that the witness is a designer and constructor.

The COURT.—The objection is sustained.

Mr. DICKSON.—Q. You say that you have never had any trouble with these men?

A. Yes, sir; I have been down on the lower deck of a night and had a man upon that door at the Samoa side and tried to have them close it, and some

(Testimony of Bernard Kelly.)

of those fellows opened the door against my wishes on the Samoa side.

Q. What did you mean when you said a few minutes ago in response to Mr. Coonan's question that you never had any trouble with the men?

A. It depends on what trouble is; some men put the gloves on to have trouble; I do not believe in that; but there is lots of times I have talked to these men and had a good honest-to-God talk with them about listing the boat over. There is always room to give them advice there.

Q. That is about the extent to which you have gone, is to give them advice?

A. That is about enough as far as I know; except I take a club to them.

(A recess was here taken until 2 o'clock.) [209]

#### AFTERNOON SESSION.

##### **Testimony of Andrew Knudsen, for Petitioner.**

ANDREW KNUDSEN, called for the petitioner, sworn.

Mr. COONAN.—Q. On the 15th day of January, 1915, where were you employed?

A. By the Coggeshall Launch Company.

Q. In what capacity, what was your job?

A. Deck-hand.

Q. First or second deck-hand?

A. Second deck-hand.

Q. On what boat?

A. "Antelope," steamer "Antelope."

Q. How long had you been employed on the "Antelope" prior to that time? A. 18 months.



(Testimony of Andrew Knudsen.)

Q. Before being employed with the Coggeshall Launch Company with whom had you been employed?

A. The United States Life Service.

Q. For how many years?

A. 1892 to 6th of January, 1915,—the 1st of July.

Q. Had you been employed in the life saving service, since leaving the employ of Captain Coggeshall? A. Yes, sir.

Q. For how long?

A. Twenty-two days; the 1st of May to the 22d of May.

Q. What were your duties as second deck-hand?

A. I was ordered there to look after the line and look after the doors on the lower deck.

Q. What were your duties in regard to the door on the lower deck? A. To close it.

Q. What door do you refer to?

A. The door on the lower deck.

Q. The cargo-port door?

A. The cargo-port door.

Q. You state that it is your duty to close that door? A. Yes, sir.

Q. Have you any other duty in regard to that door?

A. I have to look out for the stern line, to make her fast, when the boat returns and when it leaves, to get in all the lines.

Q. Have you any duties in regard to any bar at that cargo-port door?

A. That depends. If I do not close that door I

(Testimony of Andrew Knudsen.)

put the [210] bar on; if I leave the bar down I close the door.

Q. When were you supposed to put the bar up?

A. Just before I left,—before everybody was aboard.

Q. Were you supposed to put the bar up on all occasions?

A. That all depends; sometimes I closed the door and left the bar out and sometimes I put the bar in and left the door open.

Q. If you had the door closed, did you have any duty to put the bar up?      A. No, sir.

Q. Was the bar up sometimes when the *bar* was closed?      A. Yes.

Q. Would the door be sometimes closed and the bar up?

A. Yes, sir; sometimes the bar was there and the people would close the door.

Q. Was the bar down and the door closed sometimes?

A. Yes, sir; the bar was down and the door closed.

Q. On the evening trip from Samoa on January 15, 1915, was the door open or closed?

A. The door was closed.

Q. Did you close it?

A. No, sir; I did not. A man closed it, that down there before.

Q. Did you see that it was closed?

A. I see that it was closed.

Q. From what position did you see that the door was closed?

(Testimony of Andrew Knudsen.)

A. I stood at the end of the gang-plank and took the tickets, and from there I could see that the door was closed.

Q. What kind of a wind was blowing that night?

A. A strong northwest breeze.

Q. What kind of a tide was it?

A. A strong night tide—ebb.

Q. Who gave you instructions about that door?

A. Captain Krohnie gave me instructions to always look out for those cargo doors, and be sure those cargo doors was closed when we left and had the passengers on board.

Q. Did he tell you to keep the bar up at all times?  
[211]

A. To keep the bar up or have the door closed, when we had the passengers on the passenger trips.

Q. After you saw that the door was closed what did you do?

A. What I did then? I get the planks, the gang-planks, then I go to the captain and tell the captain it is all right.

Q. Did you go below?      A. Yes, sir.

Q. Did you go below up to the time the accident occurred?      A. No, sir.

Q. What were your next duties after leaving Samoa dock, running over to the Eureka side?

A. To make the boat fast and take in the gang-planks, for the people to walk there.

Q. Did you have any duties that would ordinarily take you down below?      A. Nothing at all, sir.

Q. Have you ever instructed the men below not



(Testimony of Andrew Knudsen.)

to touch the bar of the door?

A. Very often, sir.

Q. Have they objected or disobeyed your instructions?

A. It did not make no difference. When they got up there they would take and open that door and put the bar down just the same.

Q. What was the first you knew of the accident?

A. The first thing they sang out, "A man overboard."

Q. What did you do?

A. I ran up to the captain to get the boat ready.

Q. After you got up where the captain was what did you do?

A. We got a boat ready and swung it out, ready for the occasion.

Q. How long did it take you to make the boat ready?     A. About 4 or 5 minutes.

Q. Did you look to see whether the body of the boy could be seen at that time?

A. No, the captain was looking out for that; I took my place for the boat.

Q. Was he keeping his eye, looking to the point of the accident?

A. I did not look out to see if he could see him.  
[212]

Q. Did the captain give you any orders to lower the boat?

A. No, sir, he could not see anything. The boat was ready.

Q. In your opinion, as a man who has been con-

(Testimony of Andrew Knudsen.)

nected with the life-saving service, would there be any reason why that boat should have been lowered under the circumstances as they then existed?

Mr. DICKSON.—I object to that as calling for the conclusion of the witness, and he is not an expert.

The COURT.—The objection is sustained.

Mr. COONAN.—Q. How much experience have you had since 1892 in saving people in the waters either from Humboldt Bay or waters of the Pacific Ocean?

A. A good many, upon the bay and up and down the coast.

Q. Have you gone out to wrecks?

A. Lots of them.

Q. Have you saved people from Humboldt Bay?

A. On the bar, yes, and all down the coast; saved the "Chelcut" and the "Wauwanette."

Q. Would you state from your experience in saving of lives that there was anything more to have been done after that boat was prepared for launching?

A. No, sir.

Q. If the man could not be seen—

Mr. DICKSON.—His knowledge as an expert and his experience in life-saving is entirely different; he has had no experience in the lowering of boats on steamers for the rescue of men overboard.

The COURT.—As I take the question it was whether there was any use in lowering a boat after the man has sunk; it does not take expert testimony to determine that fact.

(Testimony of Andrew Knudsen.)

Mr. COONAN.—That is my question,—after the man had sunk. I asked the question under the conditions that the man was not to be seen. I will withdraw the question.

Q. Have you any connection with the Coggeshall Company at the present time,—are you employed by the Coggeshall Launch Company at [213] the present time?

A. I was employed when I was on the boat.

Q. How long has it been since your employment?

A. I have not been with the Coggeshall Launch Company since the 1st of May.

Q. Of what year.      A. 1915.

Q. Was that the date upon which you went back to the life-saving service?

A. I went back to the life-saving service the 1st of May; I left Coggeshall the 1st of May, went back to the life-saving service, but since I have not been employed regularly with Captain Coggeshall.

Q. Was that boat put in a fit condition to be lowered in the water and to proceed to any point necessary?      A. It was, sir.

Q. Was the boat stopped immediately after the accident?      A. Yes, sir.

Q. Were the engines reversed?

A. She was backing.

Q. Did she go to the place where the accident occurred?      A. She was brung up to the North.

Q. Did she stop near the point of the accident for a period of time?      A. She did, sir.

Q. Do you know how long?



(Testimony of Andrew Knudsen.)

A. I cannot really tell you how long; that is a thing I did not take much notice of.

The COURT.—Q. Were you standing by the boat?

A. Yes, sir; I was standing right there.

Q. All the time?

A. All the time until everything was over.

Mr. COONAN.—Q. Were there enough men to lower that boat?

A. Yes, any amount of them.

Q. Did you ever chain that cargo port to prevent it being opened?

A. I chained it, yes, sir; Captain Krohnie put a chain on it.

Q. What happened to the chain?

A. They objected and we had to take it off; in case of an explosion or a deck fire the people would burn up in the ship, staying down there, they would not have a chance to escape. [214]

Q. That chain was taken off?

A. Yes, that chain was taken off.

Q. How far do you think the steamer "Antelope" proceeded after the accident, proceeded up the bay?

A. Her own length and a half or so.

Q. Do you think she went any further than her own length and a half? A. I do not think so.

Q. Was it possible upon that evening for anybody to have clambered over the lower deck up to the wharf?

Mr. DICKSON.—That is objected to as calling for the conclusion of the witness.

The COURT.—The objection is sustained.

(Testimony of Andrew Knudsen.)

Mr. COONAN.—Q. What was the condition of the tide that evening? A. It was dead low water.

Q. How far beneath the level of the wharf was the lower deck, when you landed?

A. I guess she was pretty near level with the wharf.

Q. I mean the lower deck?

A. The lower deck was pretty near 8 feet, 6 or 8 feet below the surface; the main deck was pretty near level with the wharf.

Q. Could you have clambered from the lower deck to the wharf on that evening?

The COURT.—Q. To the wharf?

Mr. COONAN.—Q. To the wharf, yes, sir?

A. Well, I don't know; that would be a hard thing for a man to do. He would not do it. If it was to save his life he might do it; he might try to do it.

Q. As far as you could see, was there any reason why that door should be open upon that particular night?

Mr. DICKSON.—That is objected to as calling for his conclusion.

The COURT.—The objection is sustained. [215]

Cross-examination.

Mr. DICKSON.—Q. You say that your duty was to close that door and attend to the gang-plank and put up the bar? You say that was the duty of deck-hand No. 2? A. Yes, sir.

Mr. COONAN.—I do not think that this witness said that it was the duty of deck-hand No. 2.

The COURT.—He said that he did it.

(Testimony of Andrew Knudsen.)

The WITNESS.—I must have understood the wrong thing.

Mr. DICKSON.—Q. On this particular night you were not stationed near the lower door at all, were you?

A. No, I did not have to because the door was closed before I came there.

Q. The door was closed before you got there?

A. Yes, sir.

Q. Do you know who closed it?

A. No, sir; I did not ask no questions.

Q. Now, then, you mean to say, on that evening you did not close the door at all?

A. I did not close the door, but that door was closed; I did not have any business to go down there.

Q. I will ask you if you testified before regarding these same occurrences at the Coroner's inquest over the death of Mr. Early? A. Yes, sir.

Q. You were testifying under oath, were you not?

A. I do not know; it is a good while since.

Q. Just look at that paper and tell me if that is your testimony given at that time (handing).

A. That is right, there is nothing wrong with that.

Q. That is all right, is it not?

A. Yes, sir; it is all right.

Q. You were testifying at that time immediately after the accident had occurred,—that was the next day after the accident occurred there, was it not?

A. It might be; I do not know who took it down.

Q. Your recollection of what occurred was a good deal better than it is now? A. Yes, sir.



(Testimony of Andrew Knudsen.)

Q. You could remember then more clearly?

A. I don't know; I [216] remember about the same now as I did then. I knew what I had to do then, the same as I do now.

Q. The same as now? A. Yes, sir.

Q. You testified at that time as to what your duties were?

A. I testify to that now, what my duties are.

Q. I will read this question and answer and ask you if that is the testimony you gave at that time:

“Q. What are your duties on the boat? A. My duty,—well, my duty is to attend to the doors and that cross-bar and to the gang-plank.” Were those your duties on the boat? A. Yes, sir.

Q. On this particular night you were not attending to that duty?

A. I was not? I was, sir, attending to those duties.

Q. You were attending to those duties?

A. I was.

Q. Which one of those duties did you perform on that evening?

Mr. COONAN.—I object; he admitted that he only performed the one of collecting the tickets.

Mr. DICKSON.—Q. Is that what you were doing that evening? A. That is what I was doing.

Q. Did anyone tell you, Mr. Knudsen, that when that door was closed the bar should be left down?

A. Nobody told me; no. They told me that if I had the door closed I did not have to have any bar there; when I had that door open, to put the bar in.

(Testimony of Andrew Knudsen.)

Q. They told you when the door was closed you did not need the bar there?     A. Yes, sir.

Q. Who told you that?

A. I got the orders from Captain Krohnie.

Q. You say that the boys had a habit of opening that door on the way over?     A. Yes, sir.

Q. Did it all the time?     A. They did.

Q. You knew that they would do that?

A. I knew it. Well, I did not know it before they came there. I did not know what the boys [217] were going to do. I would certainly try to stop it if I knew.

Q. If you had known they were going to open that door, you would have put the bar up?

A. There was no need of it; the door was closed. If I had known the boys were going to do that, I could have said, "You must not open that door."

Q. If you had told the boys that it would have been all right?     A. I am not a mind-reader.

Mr. COONAN.—I object to the question as calling for the conclusion of the witness.

The WITNESS.—If a man knew everything before, it would be all right.

Mr. DICKSON.—Q. In other words, all that you had to do was to tell the boys not to open the door?

A. I told them lots of times; that was not the first time, or the second time; I had lots of trouble there. Captain Krohnie had lots of trouble with them boys and the door; he tried to put a lock on it but they kept opening it.

Q. They kept opening it anyhow?

(Testimony of Andrew Knudsen.)

A. They kept on. The people objected to that.

Q. In spite of that fact you considered it was all right to leave the bar down?

A. So long as one thing was there, so long as the door was closed, it was all right, to leave the bar down.

Q. Did you ever take your station down by that door and see that it was not opened?

A. Once in a while I would go down there, after it was closed and take a look around. When I had a glance and was satisfied it was closed, it did not bother me much then; that is all.

Q. Did Nick ever go down there to take his station and see that that door was open?

A. Once in awhile; Nick's place was to take the tickets.

Q. That was not Nick's place?

A. When the pair of them is there I look out for them things; when I had the door closed, I did not have anything further to do.

Q. You say that you got small boats ready to lower away? [218]

Mr. COONAN.—It assumes something that is not in evidence. The witness said he got one boat ready to lower away.

The COURT.—That is true.

Mr. DICKSON.—Q. You say you got one boat ready to lower away? A. Yes, sir.

Q. Who was helping you with that boat?

A. Well, I cannot give you his name; I think there were lots of them on the upper deck.



(Testimony of Andrew Knudsen.)

Q. A number of them were helping?

A. A number of them were helping to get the boat ready.

Q. A number of passengers were helping you with the boat?

A. A number of the passengers; we had the boat all ready; there were lots looking along to see if they could see anything of the boy.

Q. There was no other man in the employ of Captain Coggeshall to help you?

A. No, I was alone. If there was anything, Captain Knudsen had to take my place; he had to pitch in himself; when I had to collect tickets and he came down to take my place, then I saw if the door was all right; then I put on the gang-planks, and then I lay the lines.

Q. That is the way you got along while Nick was in the hospital?

A. I did not know where Nick was; I knew he was sick; I did not ask any questions.

Q. Did you ever report to Captain Coggeshall about it?

A. No, sir; I had nothing to do with any of that reporting, at all; it was none of my business.

Q. You testified to a chain that had been placed upon that door at one time; I think you said it was put there by Krohnkie?      A. Yes, sir.

Q. Afterwards, the chain was taken off?

A. Yes, sir.

Q. That chain was not broken?

A. No, that chain was not broken. We got an

(Testimony of Andrew Knudsen.)

order to take that chain off; the men refused to be down [219] there with that door locked.

Q. That is the reason that the chain was taken off?

A. Yes, sir; that is the reason.

Q. They refused to be down there with the door locked?

A. That door could not be locked, in case of accident or anything happened.

Q. Was that the proper place for the men on the upper deck, on the upper deck?

A. On the middle deck.

Q. That is a proper place for them to ride?

A. They could be anywheres, I suppose. The people work hard, and if they want to be out of the wind and draft, they went down on the lower deck; I do not blame them.

Redirect Examination.

Mr. COONAN.—Q. What were the duties of deck-hand No. 2?

The COURT.—The duties of deck-hand No. 2 were, first, to close the door and put up and bar, and, second, to throw off the stern line, and third, to take in the gang-planks, and occasionally take tickets.

Mr. COONAN.—Q. When you went up on the Texas deck to lower the boat, get it ready for lowering, was Captain Krohnie by your side?

A. He was there, he was looking over the rail to see if he could see the boy.

Q. Is his cabin near there, his pilot-house?

A. It is right alongside.

Q. Did you have sufficient men to lower that boat?

(Testimony of Andrew Knudsen.)

A. Yes, sir.

Mr. DICKSON.—Q. How many men are required to lower that boat?

A. Two men, that is all; one with me.

**Testimony of Walter Coggeshall, for Petitioner  
(Recalled).**

WALTER COGGESHALL, recalled.

Mr. COONAN.—Q. Were you allowed to keep passengers upon the lower deck?

A. We were, sir. [220]

Q. January 15, 1915?

A. Yes, sir. There was a narrow gangway leading from the lower deck upon her passenger deck, and the first year after I bought the ship, the inspectors, they surveyed that gangway leading from the lower deck to the passenger deck, and they told me that they considered there was not ample accommodation in case the passengers wanted to get from the lower deck to the upper deck in case of anything wrong. They ordered me—at that time, those steps were about that width (indicating), and the inspectors ordered me to widen those steps, and we made them about 6 feet wide, and they said: “When you complete that you notify us, and as soon as you do that, then you can carry all the passengers between-decks you want to.” They were altered, and we carried passengers there. On all steamers of that class, passengers are carried on that main deck.

Q. Reference has been made by Captain Krohnie concerning a chain, by which that port door was fas-



(Testimony of Walter Coggeshall.)

tened; did you have any knowledge of the fact of that chain being on that port door?

A. I did not know, until after it had been there two or three days.

Q. Some reference has been made to a chain that was broken; is this the same chain that was broken?

A. I do not know. I think the one that was broken was put on by Johnson; the chain that Krohnkie put on, I do know about, and I told him to take it off.

**Testimony of William Early, for Claimant  
(Recalled in Rebuttal).**

WILLIAM EARLY, recalled in rebuttal.

Mr. DICKSON.—Q. Some testimony has been introduced here relative to the conduct of the passengers, that they were a hard crowd to handle; would you state who it was of the passengers that congregated around that door?

A. I do not know exactly who it was.

Q. What was the character of the people who congregated there?

A. They just came in there and we had time to get off the boat,—just to walk off. [221]

Q. Is it not a fact that they were mostly young fellows? A. Mostly young fellows.

Q. You mean fellows about like yourself?

Mr. COONAN.—That is objected to as leading.

The COURT.—Sustained.

A. Yes, sir.

Mr. DICKSON.—Q. Did you ever know or see

(Testimony of William Early.)

any of those passengers disobey an order that was given to them relative to that bar, whenever there was a man or officer there to see that it was carried out?     A. No, sir.

Q. In other words, if there was a man stationed there to keep that bar in position, it was left in position?

Mr. COONAN.—That is objected to as leading.

The COURT.—The objection is overruled.

A. Yes, sir; it was left there.

Mr. DICKSON.—Q. You never saw any force used,—I will ask you whether or not you ever saw any force used by any of those passengers against any officer or men on that boat?

A. No, sir; none.

**Testimony of Joseph Whelihan, for Claimant  
(Recalled in Rebuttal).**

JOSEPH WHELIHAN, recalled in rebuttal.

Mr. DICKSON.—Q. What was the character of the men who usually congregate around that cargo port door?

Mr. COONAN.—That is objected to as calling for the conclusion of the witness.

A. All young fellows, like myself.

Q. Like the young fellow that got drowned?

A. All young fellows, the older fellows always stayed back.

Q. Did you ever see or know of any trouble between any of those passengers and the deck-hands, or officers of that boat?

A. Never any trouble that I seen.     [222]

(Testimony of Joseph Whelihan.)

Q. Did you ever know or see any of those passengers disobey an order relative to that door, whenever there was an officer or deck-hand there to carry out the orders?     A. No, sir.

Q. Did you ever hear any orders given relative to the door?

A. No, I never heard any orders given about the door; they never said nothing about opening the door.

Q. Have you ever heard them give orders relative to the bar?

A. Yes, sir; they told us to leave the bar alone until we landed.

Q. If there was a man stationed there, they obeyed that man?     A. Yes, sir; always.

Cross-examination.

Mr. COONAN.—Q. Were you on board the boat upon the occasion when Captain Krohnie took her out into the bay because the boys were so unruly?

A. I was on the boat; it was not because the boys were unruly. It was the time the boys—they were all standing up on one side of the boat, and he tried to make us go back, the boat listed. We all went out into the bay, and he kept us there four or five minutes, and they would not do a thing for him that night. He went to Fenwick and tried to have us all fired. Fenwick gave us a call down.

The COURT.—Mr. Fenwick is manager?

A. In this county, for the Hammond Lumber Company.

Mr. COONAN.—Q. Is it not a fact that ever since



(Testimony of Joseph Whelihan.)

that time the boys, just the same as before, rush to one side of the boat?

A. No, sir; not until they get pretty near landed after that.

**Testimony of Emmett Whelihan, for Claimant  
(Recalled in Rebuttal).**

EMMETT WHELIHAN, recalled in rebuttal.

Mr. DICKSON.—Q. What was the character of the men who congregated that cargo-port door?

A. All young fellows.

Q. Were they unruly or otherwise?

A. They were not unruly; [223] they were a decent sort of a bunch, so far as I could see; I have known them quite a long time.

Q. You know most of those young fellows?

A. Yes, sir.

Q. All friends of yours and live around town, coming from families in Eureka? A. Yes, sir.

Q. Did you ever see or know of any trouble between them and the officers of the boat?

A. No, sir.

Q. Did you ever see or know of an officer of the boat having any trouble in getting the people to obey orders? A. No, sir.

Q. If there was a man stationed there to keep that door in position, was it kept in position?

A. It was.

Q. Do you know of any officer having any trouble in keeping the door in position? A. No, sir.

Q. If there was a man stationed there to keep that

(Testimony of Emmett Whelihan.)

door in position, was it kept in position?

A. It was.

Q. Did you ever hear them give any orders relative to the door?

A. Never heard anything about the door.

**Testimony of Alva Moss, for Claimant (Recalled in Rebuttal).**

ALVA MOSS, recalled in rebuttal.

Mr. DICKSON.—Q. What was the character of the men who usually congregated around that cargo-port door?

A. They were pretty good sort of fellows.

Q. All young fellows? A. Yes, sir.

Q. Do you know of any trouble between them and the men or officers of the boat? A. No, sir.

Q. If they were given orders relative to that bar, were those orders carried out and obeyed?

A. Yes, sir.

Q. Do you know of any time when there was a man there to see that those orders were carried out, that they disobeyed the orders in spite of it?

A. No, sir. [224]

Q. Did you ever hear any orders relative to the opening or closing of that door? A. No, sir.

Mr. DICKSON.—That is our case.

Mr. COONAN.—I would like to move for a judgment in favor of the petitioners, and each of them, on the ground that a cause of action has not been stated; and that if a cause of action has been stated, the evidence is not sufficient to support the cause of action.

The COURT.—The motion is denied.

Mr. COONAN.—Exception.

[Endorsed]: Filed Oct. 18, 1916. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [225]

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At a stated term of the District Court of the United States of America for the Northern District of California, First Division, held at the courtroom thereof, in the city and county of San Francisco, on Tuesday, the 23d day of January, in the year of our Lord, one thousand nine hundred and seventeen. Present: The Honorable MAURICE T. DOOLING, District Judge.

No. 15,794.

In the Matter of the Petition to Limit the Liability of the Owners of the Steam Vessel "ANTELOPE," etc.

**(Minutes—Order Awarding Claimant the Sum of \$5,000, and Limiting the Liability of Owners of "Antelope.")**

Pursuant to opinion this day filed, it is ordered the motion for judgment on the pleadings, heretofore submitted herein, be, and the same is hereby denied and that a decree be entered herein limiting liability, as prayed for, but decreeing that claimant be awarded the sum of Five Thousand (\$5,000) Dollars and costs against the Coggeshall Launch Company, to be satisfied out of the stipulation on file. [226]



*In the Southern Division of the United States District Court, for the Northern District of California, First Division.*

IN ADMIRALTY.—No. 15,794.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel “ANTELOPE,” for Limitation of Liability.

ELIZA A. EARLY, Claimant.

**(Opinion and Order Awarding Claimant the Sum of \$5,000, and Limiting the Liability of Owners of the “Antelope.”)**

CLARENCE COONAN, Esq., Proctor for Petitioners.

W. ERNEST, Esq., Proctor for Claimant.

The steam ferry-boat “Antelope” was engaged as a common carrier in the business of carrying passengers across Humboldt Bay between the ports of Eureka and Samoa. She was run by the Coggeshall Launch Company, who had possession of her under a contract of purchase from the Humboldt Lumber Company. Her passengers consisted for the most part of workmen going back and forth from their homes in Eureka to their work at the Samoa Mill, and for that reason her passenger list remained practically the same. A large number of these men regularly carried on the freight deck, that is to say, the lower of the two decks. This lower deck is almost on a level with the surface of

the water, and is wholly enclosed. On the starboard side, however, through this enclosure there is a doorway six or eight feet wide, known as the cargo port, through which it was the custom of petitioners on [227] the Samoa side to take on both passengers and freight. This doorway is closed by a sliding door, which is opened by sliding it aft. When the door is open and the vessel is away from the dock, the open doorway leads right out to the water, and there is nothing to prevent a passenger from falling or walking directly through it into the water, as outside of the door there is but a guard, level with the deck, and about a foot in width. As a protection to the passengers on the lower deck therefore, a bar about six inches in width, and, when in place, extending across the port opening at a height of between three and four feet, had been provided by order of the inspector. Of course so long as the door remained closed, the protection afforded by the bar was unnecessary. But it is in evidence and must be so found that it was the almost invariable practice of the vessel to have the bar in place during her trips across the bay whether the door was open or closed at the time of leaving the dock.

The "Antelope" was required by law, as appears from her certificate of inspection to carry as her complement of officers and crew, one licensed master and pilot, two deck-hands, one licensed chief engineer and one fireman. On the evening of January 15th, 1915, however, and for nine days prior thereto, she had been running short-handed, one of her deck-hands, named Nick, being sick and in the

hospital. On that evening, at 5:30, she started on her regular voyage from Samoa to Eureka without having in place the bar above mentioned, [228] which was usually placed across the cargo-port doorway to protect passengers from the danger of falling through. There is some conflict of testimony as to which one of the two deck-hands was charged with the duty of looking after the doorway. The witnesses for claimant testified that Nick, the deck-hand who was absent, always put up the bar. The witnesses for petitioners testified that it was the duty of Andrew, the other deck-hand, to look after the condition of the doorway, and that it was Nick's duty to take tickets, while Andrew was attending to the stern line, the freight gang-plank and the cargo-port door. All are agreed, however, that on this particular evening Andrew was engaged in taking tickets, and that he neither closed the door nor put up the bar. Though the bar was not put up at all on this evening, yet the door was closed by one of the passengers before the "Antelope" left Samoa, and the deck-hand noticed that fact, but made no effort to ascertain whether or not the bar was in place. He claims, and indeed that is the claim of petitioners, that his full duty was performed either when the door was closed, or the bar was in place, and that there was no necessity for putting up the bar when the door itself was closed. It is an admitted fact, however, and indeed could not well be denied, that the door, even if closed at the time of leaving Samoa, or at any time subsequent, was invariably opened by the passengers before reaching the



Eureka dock, usually when the landing whistle was blown. The evidence shows without controversy that immediately upon the blowing of the whistle for landing, and while still in the open [229] waters of the bay at some distance from the dock, some passenger or other would open the sliding door. This was not a casual occurrence, nor even merely a frequent occurrence, but an invariable custom that had been in vogue for a number of years. This custom was well known to all the officers and employees of the boat, as well as to captain Coggeshall himself, the president of the company. The closed door was therefore a protection to the passengers, only until some passenger opened it, a thing which invariably happened at some stage of the voyage after leaving Samoa, and before reaching Eureka. There is testimony to the effect that the officers and crew of the vessel had at different times made efforts to prevent the passengers from opening this door. Many requests of this kind are said to have been made, and at one time the door was even fastened with a chain. This chain it is said was broken by the passengers and the door opened as usual. That such requests were made is stoutly denied by claimant's witnesses, themselves passengers on the vessel for a number of years. All agree, however, that such requests, if made, were never heeded, and it is a fact that no determined or continued effort was made by officers or crew to prevent the door from being opened. Nor does it appear that the deceased Early had ever had any notice or knowledge of any of these requests, either by the

posting of notices or otherwise. The most that can be claimed in this respect is that a few half-hearted attempts were made to stop the practice of opening the door during the voyage, and that when these attempts failed the practice was acquiesced [230] in.

On the evening of January 15th, 1915, and with conditions on the "Antelope" as above set forth, George D. Early was a passenger from Samoa to Eureka, and was among those carried on the lower deck. He had been going back and forth on the vessel between Eureka and Samoa for several years. On this evening as the vessel approached the Eureka side the cargo-port door was opened as usual by one of the passengers. Indeed, it was opened by the same passenger who had closed it before leaving Samoa. He was assisted in opening the door by another passenger and when the door was within about two feet of being fully opened it stuck, and the two passengers who had opened it thus far seemed unable to get it fully opened. At this stage of the proceedings Early came to their assistance and placed his hand on the door to aid in shoving it back, and whether because of a lurching of the vessel, or because the support afforded him by the door failed him by reason of its sliding further back, he fell apparently backwards through the open doorway into the waters of the bay and was drowned. An action was begun by his mother, on February 3d, 1915, in the Superior Court of Humboldt County against the Hammond Lumber Company and the Coggeshall Launch Company to recover

damages for his death, the amount sued for being \$50,000. The defendants in that action on March 19th, 1915, filed in this court their petition for limitation of liability, and thereafter upon due proceedings had the value of the "Antelope" and pending freight was fixed at \$8,005, for which sum a stipulation [231] was given, and an order entered here restraining further proceedings in the State Court. The amount claimed by Eliza D. Early, the mother, was later reduced by an amended complaint to \$7,500 for which sum she has filed a claim in this proceeding.

The questions then for determination are:

1. Are the owners liable at all under the foregoing facts?
2. If so, may such liability be limited to the value of the vessel and freight pending?

That the owners were guilty of negligence seems to me to be quite clear. In the first place, the "Antelope" was being operated with one man short contrary to the requirements of the law. That to the absence of this man was due the fact that the bar across the port opening was not in place seems equally clear. Day after day the passengers on the lower deck had seen the bar in place whether the door was open or shut when leaving Samoa. If the door was closed when the voyage began, at some stage of the voyage it was opened by the passengers, and always, until the evening of the accident, the bar was found to be in place. It had been provided for the very purpose of protecting the passengers when the door was open. It does not seem to me



to be a sufficient excuse for the absence of the protecting bar to say, "It was not needed when the door was closed, and the door was closed on this trip when the "Antelope" left Samoa. It would be the grossest kind of negligence to leave the deck with an opening eight feet wide leading directly to the water, and with the lower deck crowded [232] with passengers. But that the door would be open at some stage of the voyage was a thing not only to be readily foreseen but to be absolutely counted upon. Against this contingency the vessel should have provided. Even if it be said that the passengers had no right to open the door, yet this does not meet the difficulty, for the safety of those that did not open the door was as such jeopardized by the unprotected doorway as was the safety of those who did. And such passengers were entitled to full protection. So that it was the duty of the vessel either to prevent the opening of the door, or to have the bar in place. In view of the known fact that the door would be opened it was the duty of the vessel to have the bar in place. And indeed it must be said for the vessel that it was as a rule less negligent than it would now ask the Court to believe. Because in the face of the testimony of the passengers who constantly rode on the lower deck, saw the door opened day after day, and always found the bar in place, I am not disposed to accept the theory, which might or might not be of service in this particular proceeding, that the bar was never put up when the door was closed. For if I did, I would be forced to the conclusion that the

vessel was constantly negligent, instead of being negligent only on this particular occasion. I believe it to be true that the bar was regularly in place except on this evening and that the passengers on the lower deck, aware of that fact, had come to rely on it, and were not bound to take the precautions which might be required of them if they knew that they were riding [233] day after day alongside of an unprotected doorway eight feet in width. The vessel then was negligent in not having the bar in place upon leaving Samoa, and such negligence may well be attributed to the fact that it was operating short-handed contrary to law. But it is not at all clear that this negligence was with the privity or knowledge of the owners. They had no personal knowledge that the bar was not put in place, or that the vessel was short-handed. For this reason they may maintain the present proceeding.

It is claimed by petitioners that even if they be held to have been guilty of negligence, still claimant cannot recover because of the contributory negligence of deceased. This contributory negligence is said to have consisted in his assisting in opening the door, and in his failure to observe that the bar was not in place. Contributory negligence is an affirmative defense, is always relative, and the burden of establishing it is upon the party who asserts it. It must be observed in this connection that deceased did not open the door at all at the place where he fell through, so that what he did, did not contribute in any degree to the lack of protection at that place occasioned by the absence of the

bar. But the opening of the door in any event was not an unlawful act, nor was it one negligent *per se*, because it was never attended by danger when the bar was in place. Nor can it be said that the mere approach of deceased to the opening already made by others was negligent, as he had every reason to suppose that there was no danger in so doing, for at all times theretofore the bar had been in place. Nor was [234] he bound under all the circumstances to assure himself that the bar was not in place at that time, because he was bound only to the exercise of such care as an ordinary prudent person would have exercised under the circumstances. He could not anticipate, and was not bound to anticipate that the vessel had left Samoa with this doorway unprotected. He with the other passengers had become so accustomed to the presence of the bar, that he had no reason to suspect that it was not in place, as indeed there is no good reason for its not being in place. From all the surrounding circumstances I am compelled to the belief that with his attention fixed on the door which had stuck, he approached it with his side to the doorway, without observing or pausing to observe its unprotected condition, but relying on the fact that the bar had always been in place. It was between five-thirty and six o'clock in the evening of January 15th, and while not yet dark, it was not wholly light. And though an examination would have disclosed to him the absence of the protecting bar, his failure to make such examination, having in view all of the circumstances, can neither excuse such absence, nor charge



him with such degree of negligence as to relieve petitioners from responsibility.

The motion for judgment on the pleadings is denied and a decree will be entered limiting liability as prayed for, but decreeing that claimant be awarded the sum of \$5,000, and costs against the Coggeshall Launch Company, to be satisfied out of the stipulation on file.

January 23d 1917.

M. T. DOOLING,  
Judge.

[Endorsed]: Filed Jan. 23, 1917. W. B. Maling, Clerk. By Lyle S. Morris, Deputy Clerk. [235]

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At a stated term of the District Court of the United States of America for the Northern District of California, First Division, held at the courtroom thereof, in the city and county of San Francisco, on Monday, the 5th day of February, in the year of our Lord one thousand nine hundred and seventeen. Present: The Honorable MAURICE T. DOOLING, District Judge.

No. 15,794.

In the Matter of the Petition to Limit the Liability of the Owners of the Vessel "ANTELOPE," etc.

**(Minutes—Order for Decree.)**

Pursuant to order this day filed, it is ordered that the damages caused by the death of George D. Early be, and the same is hereby fixed in the sum of Five

Thousand (\$5,000) Dollars, and that a decree in conformity herewith be duly drawn and entered. [236]

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At a Stated Term of the District Court of the United States of America.

*In the Southern Division of the United States District Court, for the Northern District of California, First Division.*

IN ADMIRALTY.

Held at the courtroom, in the city and county of San Francisco, on Monday, the fifth day of February, in the year of our Lord one thousand nine hundred and seventeen.

No. 15,794.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

ELIZA A. EARLY,

Claimant.

**(Order for Decree.)**

This matter having been heretofore submitted to the Court for consideration and decision, now, after due consideration had, it is by the Court ordered that the damages caused by the death of George D. Early be, and the same is hereby fixed in the sum of Five Thousand Dollars (\$5000), and a decree in conformity herewith be duly drawn and entered.

M. T. DOOLING,

Judge of the United States District Court.

[Endorsed]: Filed Feb. 5, 1917. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [237]

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*In the Southern Division of the United States District Court, for the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.  
ELIZA A. EARLY,

Claimant.

### **Final Decree.**

This cause heretofore came on regularly to be heard by the Court, upon the petition of the Coggeshall Launch Company, a corporation, and Hammond Lumber Company, a corporation, under section 4382 and 4389 of the Revised Statutes of the United States, upon the verified claim and answer of the following claimant in answer to said petition, to wit:

The claim of Eliza A. Early, for damages in the sum of \$7,500 for causing the death of George D. Early.

And upon the proofs submitted by the petitioner and said claimant, and counsel for all parties having been heard thereon, and the cause having been tried upon its merits and submitted to the Court for its determination on the question of a motion for judg-



ment on the pleadings, the jurisdiction of claimant to maintain her damages, and liabilities of petitioners for whatever damages sustained by claimant and respondent by reason of the said disaster; and after due deliberation thereon, the Court delivers its decision in writing, and orders judgment for claimant and respondent; and from which it appears to the Court, and the Court finds;

That the petitioner, Coggeshall Launch Company, was and is a corporation duly organized, created and existing under and by virtue of the laws of the State of California, with its principal place of business in the city of Eureka, county of Humboldt, State of [238] California.

That the petitioner, Hammond Lumber Company, was and is a corporation duly organized, created and existing under the laws of the State of New Jersey, with its principal place of business in the city and county of San Francisco, State of California.

That petitioners, Coggeshall Launch Company and Hammond Lumber Company, at all times mentioned in the petition, claim and answer herein, were the owners of the steam vessel "Antelope," together with its engines, boiler, boats, tackle, apparel, furniture, and appurtenances.

That at all times mentioned in said petition, claim, and answer, the said petitioner, Coggeshall Launch Company, run, operated, and had possession of the steam ferry-boat "Antelope," under a contract of purchase from the petitioner, Hammond Lumber Company;

That the said ferry-boat "Antelope" was about one hundred and one net tons burden gross measurement and enrolled and registered according to law in the office of the United States Collector of Customs for the District of San Francisco, State of California, and within the Northern District of California.

That petitioner, Coggeshall Launch Company, without participation of any character therein by the petitioner, Hammond Lumber Company, for a long time prior and on the 15th day of January, 1915, was operating a ferry system upon Humboldt Bay, county of Humboldt, State of California, between the city of Eureka and the town of Samoa, using and employing in that connection, among other vessels, the steam ferry-boat "Antelope"; that on said 15th day of January, 1915, said steam ferry-boat "Antelope," under the control and operation of the petitioner, Coggeshall Launch Company, departed from the town of Samoa on a voyage across Humboldt Bay to the city of Eureka in accordance with a schedule maintained by said petitioner, Coggeshall Launch Company;

That at all the times mentioned in the said petition, claim and answer filed herein, the said steam ferry-boat "Antelope" was [239] engaged as a common carrier in the business of carrying passengers across Humboldt Bay between the ports of Eureka and Samoa in the county of Humboldt, State of California, and within the Northern District of California.

That at all times mentioned in said petition, and the claim and answer thereto and therein, the said

ferry-boat "Antelope" was run and operated by the petitioner, Coggeshall Launch Company, who had possession of said ferry-boat "Antelope" under a contract of purchase from the petitioner, Hammond Lumber Company; that the passengers of said ferry-boat "Antelope" consisted for the most part of workmen going back and forth from their homes in Eureka to their work across Humboldt Bay at the Samoa mill, and for that reason the passenger list on said ferry-boat "Antelope" remained practically the same. That a large number of these men were regularly carried on the freight deck, that is to say, the lower of the two decks of said ferry-boat. That this said lower deck was almost on a level with the surface of the water, and wholly enclosed; that on the starboard side, through this enclosure, there is a doorway six or eight feet wide, known as the cargo port, through which it was the custom of petitioners on the Samoa side of Humboldt Bay to take on both passengers and freight. That this doorway was closed by a sliding door, which was opened by sliding it aft. That when this door was open and the vessel away from the dock, the open doorway led right out to the water, and there was nothing to prevent a passenger from falling or walking directly through it into the water. That as a protection to the passengers on the said lower deck, the United States Inspector ordered that a bar about six inches in width, when in place, extend across the said port opening at a height of between three and four feet. That it was the invariable practice of the vessel to have the said bar in place during the



trips of said vessel across the said Humboldt Bay whether the said door was opened or closed at the time of leaving the dock. [240]

That at the times mentioned in the said petition, claim and answer, the said ferry-boat "Antelope" was required by law, as appeared from her Certificate of Inspection, to carry as her complement of officers and crew, one licensed master and pilot, two deck-hands, one licensed chief engineer and one fireman.

That on the evening of January 15th, 1915, and for nine days prior thereto, the said ferry-boat "Antelope" had been running and operated short-handed by reason of one of her deck-hands, named Nick, being sick in the hospital.

That on the evening of January 15th, 1915, at about 5:30 P. M. the said ferry-boat "Antelope" started on her regular voyage from Samoa to **Eureka** without having in place the aforesaid mentioned bar, which was usually placed across the cargo-port doorway to protect passengers from the danger of falling through said opening into the water. That on this particular evening and voyage, to wit, on January 15th, 1915, the said deck-hand Nick was absent as hereinbefore found, and the deck-hand Andrew was engaged in taking tickets, and that the said deck-hand Andrew neither closed the said cargo-port door nor put up the said bar across said doorway, and that the said bar was not put up in place; and in fact the said bar was not put up at all on this particular voyage and evening.

That at the time of the sailing of said steam ferry-

boat "Antelope" as hereinbefore found, before leaving the dock at Samoa, the said cargo-port door on the said lower deck was not closed by the officers or crew of said vessel, although the said bar was not put up at all during that voyage and evening, but the said door was closed before said vessel left Samoa by one of the passengers on the said lower deck.

That the said cargo-port door was invariably opened by some one of the passengers before reaching the Eureka Dock, usually being opened when the landing whistle was blown. That immediately [241] upon the blowing of the whistle, on said steam ferry-boat "Antelope," for landing and while still in the open waters of the bay at some distance from the dock, some passenger or other would open the said cargo-port sliding door. That the said opening of the said cargo-port door was not a casual occurrence, nor even merely a frequent occurrence, but was an invariable custom that had been in vogue for a number of years. This custom of so opening the said cargo-port door was well known to all the officers and employees of the said steam ferry-boat "Antelope," and was also known to Captain, Walter Coggeshall, the president of petitioner, Coggeshall Launch Company.

That the closed cargo-port door was a protection to the passengers on the lower deck of the said ferry-boat "Antelope" only until some passenger in accordance with said custom opened it, a thing which invariably happened at some stage of the voy-

age after leaving Samoa and before reaching Eureka.

That said passenger, George D. Early, deceased, had never had any notice or knowledge of any efforts made by the officers and crew of the said ferry-boat "Antelope" to prevent the passengers thereof from opening the said cargo-port door, either by the posting of notices or otherwise.

That on said voyage as hereinbefore found on the said evening of January 15th, 1915, and with conditions on the said steam ferry-boat "Antelope" as hereinbefore found and set forth, said George D. Early, now deceased, was a passenger on said ferry-boat "Antelope" from Samoa to Eureka, and was among those passengers carried on the lower deck of said ferry-boat. That the said passenger George D. Early, now deceased, had been going back and forth on the said ferry-boat "Antelope" between Samoa and Eureka for several years. That on the said evening and voyage, as hereinbefore found, as the said steam ferry-boat "Antelope" with her said passenger and passengers thereon approached the Eureka side of said Humboldt Bay the said cargo-port door was opened as usual by one of [242] the passengers, in this instance being opened by the same passenger who had closed it before leaving Samoa: That the said passenger in opening the said door was assisted by another and when the said door was within about two feet of being fully opened, it stuck, and the two passengers who had opened it thus far seemed unable to get it fully opened. That at this stage of the proceedings the



said George D. Early, now deceased, came to their assistance and placed his hand on the door presumably to aid in shoving it back, and either because of a lurching of the vessel, or because the support afforded him by the door failed him by reason of its sliding further back, he fell apparently backwards and by reason of the fact that the bar usually placed across said doorway was not in place he fell backwards through the open doorway into the waters of Humboldt Bay and was drowned.

That the said steam ferry-boat "Antelope" on the said voyage and evening when the said passenger George D. Early, now deceased, was drowned as hereinbefore found, was being operated with one man short contrary to the requirements of law; and that it was owing to the absence of this man was due to the fact that the said bar was not in place across the said cargo-port opening on said lower deck of the said steam ferry-boat. That the said bar had been provided for the very purpose of protecting passengers from falling into the waters of the bay when the said cargo-port door was opened.

That it was gross negligence on the part of petitioner, Coggeshall Launch Company, to leave the dock, on the said voyage and evening hereinbefore found, with an opening six or eight feet wide, such as was the said cargo-port door leading directly to the water, and with the said lower deck of said ferry-boat crowded with passengers, and without the said protecting bar across said cargo-port doorway; and that it was the duty of the said operators of the said vessel to have the said bar in place across

the said [243] cargo-port opening.

That the said George D. Early, now deceased, did not open the door at the place where he fell through, and he did not contribute in any degree to the lack of protection at said place on said ferry-boat "Antelope" occasioned by the absence of the said bar.

That at the time the said George D. Early, now deceased, fell into the waters of Humboldt Bay and was drowned, as hereinbefore found, it was between five thirty and six o'clock in the evening of January 15th, 1915, and while not yet quite dark, it was not, however, wholly light.

That in operating the said steam ferry-boat "Antelope" on the voyage, day and evening hereinbefore found, one man short contrary to the requirements of law, resulting in the fact that the bar across the said cargo-port door opening was not in place; and leaving the dock at Samoa without having the said bar in place across the said cargo-port opening some six or eight feet wide, leading directly to the water, on said lower deck of said ferry-boat then filled with passengers, under the then existing and prevailing conditions, the said petitioner, Coggeshall Launch Company, and its said steam ferry-boat "Antelope" was guilty of gross and inexcusable carelessness and negligence, and her said passenger George D. Early was drowned by reason of said carelessness and negligence.

That the said drowning of the said passenger George D. Early as hereinbefore found, occurred within the Admiralty and Maritime Jurisdiction of the United States, and within the territorial limits

and jurisdiction of the State of California.

That said George D. Early was a passenger on board the said steam ferry-boat "Antelope" at the time he was drowned as hereinbefore found; that he was at the time of his death a minor of the age of twenty years, strong and robust mentally and physically, and was in receipt of good wages. That Eliza A. Early, claimant and respondent herein, is the mother of the said George D. Early, [244] now deceased, and she was partially dependent upon her said son George D. Early for her maintenance and support; that James M. Early, father of the said decedent, had deserted his family many years before the drowning of said decedent as hereinbefore found, and was at the time of the death of said George D. Early still living separate and apart from them, and had not returned to them in the meantime. That claimant and respondent is entitled to bring this action and claim under and by virtue of the provisions of sections 376 and 377 of the Code of Civil Procedure of the State of California.

That the damages sustained by the said claimant and respondent, Eliza A. Early, mother of said George D. Early, by reason of the death of said George D. Early, caused by the gross carelessness and negligence of said petitioner, Coggeshall Launch Company, as aforesaid is five thousand dollars (\$5,000):

NOW, THEREFORE, on motion of W. Ernest Dickson, Esq., proctor for claimant and respondent—



IT IS ORDERED, ADJUDGED AND DECREED, that the said petitioners, Coggeshall Launch Company and Hammond Lumber Company, as the owners of the said steam ferry-boat "Antelope," her engines, boiler, boats, tackle, apparel, furniture and appurtenances, are entitled to the benefits of the limitations liability, provided for and embodied in Sections 4282 to 4289 of the Revised Statutes of the United States and the several acts and statutes amendatory thereof and supplemental thereto; and that said petitioner, Coggeshall Launch Company, a corporation, is liable only to the amount of the value of the said steam ferry-boat "Antelope" and pending freight appraised and fixed by this Court at \$8,005.

IT IS FURTHER ORDERED AND ADJUDGED that the motion for judgment on the pleadings be and the same is hereby denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said claimant and respondent, Eliza A. Early, recover herein against petitioner, Coggeshall Launch Company, a corporation, the sum of [245] Five Thousand Dollars (\$5,000), together with legal interest thereon from the date hereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that claimant and respondent, Eliza A. Early, recover her costs taxed at the sum of ——— Dollars.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both sums above mentioned may be paid to the proctor of claimant and respondent, and that said proctor may enter complete satis-

faction of this decree upon payment to him of the said sums hereinbefore specified.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that unless this judgment and decree be satisfied, or proceedings thereon be stayed on appeal, within the time limited and prescribed by the rules and practice of this Court, the claimant and respondent have execution to enforce satisfaction of this judgment and decree, or so much thereof as shall remain unsettled, and the stipulators for value of the interest of petitioner, Coggeshall Launch Company, cause the engagements of their stipulations to be performed and fulfilled, or show cause within the time prescribed by law, why execution should not issue against their goods, chattels and lands to satisfy this decree.

Done in open court at a stated term, etc., this 5th day of February, A. D. 1917.

M. T. DOOLING,  
District Judge.

[Endorsed]: Filed Feb. 5, 1917. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk [246]

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At a stated term of the District Court of the United States of America for the Northern District of California, First Division, held at the courtroom thereof, in the city and county of San Francisco, on Tuesday, the 13th day of February, in the year of our Lord one thousand nine hundred and seventeen. Present: The Honorable MAURICE T. DOOLING, District Judge, et al.

No. 15,794.

In the Matter of the Petition to Limit the Liability  
of the Owners of the Vessel "ANTELOPE,"  
etc.

**(Order Staying Execution of Judgment.)**

In this matter, on motion of proctor for and on behalf of petitioner herein, the Court ordered that the execution of the judgment heretofore entered herein be, and the same is hereby stayed for the period of fifteen (15) days from and after the date hereof. [247]

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*In the United States District Court for the Northern District of California, Southern Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel ANTELOPE," for Limitation of Liability.

**(Notice of Appeal.)**

To the Clerk of the Above-entitled Court, to Claimant, Eliza A. Early, and to Her Proctor, W. Ernest Dickson:

You and each of you please take notice that Coggeshall Launch Company, one of the petitioners herein, hereby appeals from the final decree made and entered herein on the 15th day of February, 1917, to the next United States Circuit Court of Appeals for the Ninth Circuit to be holden in and for said



Circuit at the City of San Francisco, State of California.

Dated Eureka, California, February 17th, 1917.

CLARENCE COONAN,

NAT SCHMULOWITZ,

Proctors for Petitioner Coggeshall Launch Company.

[Endorsed]: Filed Feb. 19, 1917. W. B. Maling, Clerk. By T. L. Baldwin, Deputy Clerk. [248]

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*In the United States District Court for the Northern District of California, Southern Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel ANTELOPE," for Limitation of Liability.

**Affidavit of Mailing Notice of Appeal.**

State of California,  
County of Humboldt,—ss.

Clarence Coonan, being first duly sworn, deposes and says: That he is a male citizen of the United States over the age of eighteen years and not a party to the above-entitled action; that on the 17th day of February, 1917, he served the Notice of Appeal in the above-entitled cause by enclosing a copy of said notice of appeal in a sealed envelope addressed to the claimant's proctor, W. Ernest Dickson, at Eureka, California, where said proctor main-

tains his office, and deposited the same with postage prepaid in the postoffice at Eureka, California.

CLARENCE COONAN.

Subscribed and sworn to before me this 21st day of February, 1917.

[Seal]

H. L. RICKS, Jr.,

Notary Public in and for the County of Humboldt,  
State of California.

[Endorsed]: Filed Feb. 24, 1917. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [249]

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*In the United States District Court in and for the  
Northern District of California, Southern Division.*

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel  
“ANTELOPE,” for Limitation of Liability.

### **Assignment of Errors.**

Now comes the Coggeshall Launch Company, a corporation, petitioner in the above-entitled action, and appellant herein, and says:

That in the record, opinion, decision and final decree in said cause there is manifest and material error and said appellant now makes and files and presents the following assignments of errors on which it relies, to wit:

1. The District Court for the Northern District of California, Southern Division, erred in rendering

the decree herein of date the 5th day of February, 1917, against the steam vessel "Antelope" and said petitioner, Coggeshall Launch Company.

2. The District Court above named erred in entering judgment in favor of claimant Eliza A. Early and against Coggeshall Launch Company, a corporation, on the testimony adduced at the trial of said cause.

2. The said District Court erred in making the decision and in rendering the judgment thereon as the same were contrary to, and against law, and said District Court erred in making, giving, rendering and entering judgment in favor of said claimant and against said petitioner Coggeshall Launch Company, and said [250] District Court erred in failing to give, make, render and enter its judgment in favor of petitioner Coggeshall Launch Company, and against said claimant.

4. The said District Court erred in rendering judgment in favor of claimant and against petitioner Coggeshall Launch Company in the sum of \$5,000 and costs.

5. The said District Court erred in failing to find that the death of George D. Early did not result from the negligence of petitioner Coggeshall Launch Company or its employees or agents, and to thereupon render judgment in favor of Petitioner Coggeshall Launch Company.

6. The said District Court erred in failing to find that the death of George D. Early resulted from his own negligent act and to thereupon render judgment



in favor of said petitioner Coggeshall Launch Company.

7. The said District Court erred in failing to find that the death of George D. Early resulted from his contributory negligence and thereupon to render judgment in favor of petitioner Coggeshall Launch Company.

8. The said District Court erred in failing to find that the death of George D. Early resulted from the concurrent negligent act or acts of George D. Early, one Emmet Whelihan and one Alva Moss, and thereupon to enter judgment in favor of petitioner Coggeshall Launch Company.

9. The said District Court erred in failing to find that the death of George D. Early resulted from the negligent act of one Emmet Whelihan or from the negligent act of one Alva Moss or from the concurrent negligent act of one Emmet Whelihan and one Alva Moss and thereupon to enter judgment in favor of petitioner Coggeshall Launch Company. [251]

10. The said District Court erred in finding that the petitioner Coggeshall Launch Company was negligent in failing to put up a bar across a cargo-port door and thereupon rendering judgment in favor of said claimant.

11. The said District Court erred in finding that the petitioner Coggeshall Launch Company had not protected and warned passengers against opening of the cargo-port door by said passengers and thereupon rendering judgment in favor of said claimant.

12. The said District Court erred in finding that knowledge of the custom of passengers opening the

cargo-port door against orders of the petitioner Coggeshall Launch Company was negligence by the said petitioner and thereupon rendering judgment in favor of said claimant.

13. The said District Court erred in finding that the death of George D. Early resulted from a failure by petitioner Coggeshall Launch Company to prevent the continuance of the custom of passengers to open the cargo-port door and thereupon rendering judgment in favor of said claimant.

14. The said District Court erred in finding that the claimant was damaged by petitioner Coggeshall Launch Company in the sum of \$5,000 and thereupon rendering judgment in favor of said claimant.

15. The said District Court erred in finding that the death of George D. Early resulted from the negligence of the petitioner Coggeshall Launch Company in operating the Steam Vessel "Antelope" with a crew one man short, the failure to have another member to perform the duties of said absent member of the crew and to put up the bar in the cargo-port door of the steam vessel "Antelope," and to thereupon render judgment in favor of said claimant.

16. The said District Court erred in not finding that [252] the death of George D. Early resulted from the contributory negligence of said George D. Early in that he assisted in creating the open unprotected doorway through which he fell to his death, and in that he approached a doorway which, as was apparent to said George D. Early, was unprotected.

17. The said District Court erred in not sustain-

ing the objection of proctor for petitioner Coggeshall Launch Company that all evidence introduced by claimant was incompetent, irrelevant and immaterial.

18. The said District Court erred in not rendering judgment for petitioner Coggeshall Launch Company on the pleadings.

Dated March 16, 1917.

CLARENCE COONAN,  
NAT SCHMULOWITZ,

Proctors for Appellant and Petitioner Coggeshall Launch Company.

[Endorsed]: Filed Mar. 16, 1917. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [253]

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*In the United States District Court, in and for the Northern District of California, Southern Division.*

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**Admission of Service of Assignment of Errors.**

Service of a copy of the assignment of errors in the above-entitled cause is hereby admitted by me this 19th day of March, 1917.

W. ERNEST DICKSON,  
Proctor for Claimant Eliza A. Early.

[Endorsed]: Filed Mar. 21, 1917. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [254]



*In the United States District Court for the Northern District of California, Southern Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Corporation,  
Owners of the Steam Vessel  
“ANTELOPE,” for Limitation of Liability.

COGGESHALL LAUNCH COMPANY, a Corporation,

Appellant,

vs.

ELIZA A. EARLY,

Appellee.

**Notice of Filing Bond on Appeal.**

To Appellee, Eliza A. Early, and to W. Ernest Dickson, Esq., Her Proctor:

You and each of you please take notice that a bond on appeal herein has been this day filed in the office of the Clerk of the District Court of the United States for the Northern District of California and executed and given by Samuel L. Elkwood of Eureka, California, and William T. Armstrong of Eureka, California.

CLARENCE COONAN,  
NAT SCHMULOWITZ,  
Proctors for Appellant. [255]

*In the United States District Court for the Northern  
District of California, Southern Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a  
Corporation, Owners of the Steam Vessel  
“ANTELOPE,” for Limitation of Liability

**Affidavit of Mailing Notice or Filing Bond on  
Appeal.**

State of California,

City and County of San Francisco,—ss.

Nat Schmulowitz, being first duly sworn, deposes and says: That he is one of the proctors for the appellant in the above-entitled proceeding; that heretofore, to wit, on the 23d day of February, 1917, he served a copy of the notice of filing bond on appeal, the original of which is attached hereto, and also a copy of the order heretofore made on the 23d day of February, 1917, directing that the bond originally filed in the above-entitled proceeding conditioned for the payment of the sum of Eight Thousand Five (\$8,005) Dollars be considered a bond to stay execution of the decree against Coggeshall Launch Company, a corporation, in the above-entitled cause by mailing copies of said documents and each thereof addressed to W. Ernest Dickson, Eureka, California, which said mailing was accomplished by the enclosure of said orders and each thereof in a sealed envelope and the deposit of said

sealed envelope, together with said enclosures and each thereof with postage prepaid thereon in the United States postoffice at San Francisco, California on said 23d day of February, 1917.

NAT SCHMULOWITZ.

Subscribed and sworn to before me this 24th day of February, 1917.

[Seal]

ELLA L. SMITH,

Notary Public in and for the City and County of San Francisco, State of California. [256]

[Endorsed]: Filed Feb. 24, 1917. W. B. Maling, Clerk. By C. W. Calbreath, Deputy Clerk. [257]

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*In the United States District Court in and for the Northern District of California, First Division.*

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**Stipulation for Order Directing Transmission of Copy of Claim to Appellate Court.**

WHEREAS, it appears that the original claim of Eliza A. Early, claimant, filed in this cause July 15th, 1915, has been lost from the records; and

WHEREAS, the parties have heretofore agreed that a copy of said claim might be submitted to and used by the trial court for all purposes in this cause to the same extent as the original claim so filed; and

WHEREAS, it being mutually agreed by and between the parties hereto that the said copy of the



claim be considered and used by the United States Circuit Court of Appeals in and for the Ninth Circuit to the same extent as the original claim in determining the appeal of the above-entitled cause:

It is hereby stipulated by and between the parties hereto that the above-entitled Court make its order directing the clerk of the above-entitled court to file the copy of the claim of the claimant, the same being a duplicate of the original claim filed July 15th, 1915, *nunc pro tunc* as of the 15th day of July, 1915, the said date of the filing of the original claim, and to transfer the said copy, with the apostles on appeal as required by the rules of the Circuit Court of Appeals, to the clerk of the [258] United States Circuit Court of Appeals, in and for the Ninth Circuit to be retained by said clerk in the same manner as the petition and answer and other apostles until the appeal of the above-entitled cause is properly disposed of at which time the said copy of claim and other papers and records in the cause is to be returned to the Clerk of the above-entitled court.

Dated this 7th day of April 1917.

CLARENCE COONAN,  
NAT SCHMULOWITZ,

Proctors for Petitioners.

W. ERNEST DICKSON,  
Proctor for Claimant. [259]

*In the United States District Court in and for the Northern District of California, First Division.*

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**Order Directing Transmission of Copy of Claim to the Appellate Court.**

It being mutually agreed by and between the parties hereto that a copy of claimant's claim heretofore submitted to this Court in the above-entitled action be filed *nunc pro tunc* of July 15th, 1915, and should be submitted to and used by the United States Circuit Court of Appeals in and for the Ninth Circuit along with the other apostles in said cause in determining the appeal in the above-entitled cause:

It is hereby ordered that the clerk of the above-entitled court file the said claim of the claimant, Eliza A. Early, *nunc pro tunc* as of July 15th, 1915, and transfer the said copy of claimant's claim heretofore submitted to and used by this Court in determining this cause, to the clerk of the United States Circuit Court of Appeals in and for the Ninth Circuit along with the other apostles in said cause to be retained by said clerk until the appeal in the above-entitled cause is properly disposed of at which time the said copy of claimant's claim and other apostles shall be returned to the clerk of the above-entitled Court.

Dated this 10th day of April, 1917.

M. T. DOOLING,  
Judge of said District Court.

[Endorsed]: Filed Apr. 10, 1917. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [260]

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**Petitioner's Exhibit No. 1—Complaint.**

*In the Superior Court of the County of Humboldt,  
State of California.*

ELIZA A. EARLY,

Plaintiff,

vs.

HAMMOND LUMBER COMPANY (a Corpora-  
tion), and THE COGGESHALL LAUNCH  
COMPANY (a Corporation),

Defendants.

**COMPLAINT.**

Plaintiff complains of defendant and for cause of  
action alleges:

**I.**

That one George D. Early, now deceased, was at  
the time of his death a minor of the age of twenty  
years. That Eliza A. Early, plaintiff herein, is the  
mother of said deceased. That James M. Early,  
father of deceased has deserted his family and is  
now, and at all times mentioned herein was, sepa-  
rated from plaintiff herein by a decree of divorce,  
and is now and was at all times mentioned herein  
was living entirely separate and apart from his  
family.



II.

That the Coggeshall Launch Company, one of the defendants named herein, is a Corporation organized and existing under and by virtue of the laws of the State of California, having its principal place of business at Eureka, California.

III.

That the "Hammond Lumber Company," one of the defendants named herein is a corporation organized and existing under *and virtue* of the laws of the State of New Jersey, and has [261] its principal place of business in and for the State of California at Samoa, California.

IV.

That defendant Coggeshall Launch Company, is a common carrier and as such is engaged in the business of transporting passengers, for hire by boat between, Samoa and Eureka, both of said places being within the county of Humboldt, State of California, and operates in the business above mentioned, the steamer or ferry-boat known as "The Antelope."

V.

That the Hammond Lumber Company, one of the defendants above named is the owner of said steamer "Antelope" above mentioned, and as such owner is engaged in the business of carrying passengers for hire between said Eureka and said Samoa, and for the purpose of carrying on said business said Hammond Lumber Company employs said Coggeshall Launch Company to operate said "Antelope" and said Hammond Lumber Company is responsible for

the conduct of said Coggeshall Launch Company in said employment.

## VI.

That on the 15th day of January, 1915, while a passenger on said "Antelope," with his fare for his passage paid thereon, and while said steamer was engaged in making one of its regular trips for the purpose of carrying passengers between said Samoa and said Eureka said George D. Early fell from said steamer "Antelope" and was drowned in the waters of Humboldt Bay.

## VII.

That on the 15th day of January, 1915, and while defendants were running and operating said ferry-boat "Antelope" for the purpose of carrying passengers for hire, as aforesaid, they operated, conducted and ran said ferry-boat in a careless, [262] reckless, negligent and unlawful manner, in this that they failed, refused and neglected to place a bar or other safeguard across a certain open doorway on the lower deck of said ferry-boat "Antelope." That when the accident complained of occurred defendants were running and operating said ferry-boat with an insufficient crew, and the servant whose duty and custom it was to properly place said bar for the protection of passengers was sent to another part of the boat to perform some other duty and by reason of such careless, negligent, reckless and unlawful operating and running of said ferry-boat and by reason of defendants failing and neglecting to furnish a competent and sufficient crew and by defendants' neglect and refusal to place said bar or

other safeguard across said open doorway, said George D. Early fell through said open doorway *into* the waters of Humboldt Bay and was drowned as mentioned in paragraph VI herein, and that by reason of said drowning, plaintiff has been damaged in the sum of \$50,000.

And for a further and second cause of action, plaintiff here complains and alleges:

I.

Plaintiff hereby refers to paragraphs I, II, III, IV, V and VI of the first cause of action herein and hereby makes said paragraphs a part of this cause of action as if incorporated herein.

II.

That on the 15th day of January, 1915, and for a long time prior thereto, it had been the fixed custom and habit of defendants to allow passengers to ride on the lower deck of said ferry-boat "Antelope." That said lower deck is almost on a level with the water and is enclosed. That through said enclosure [263] there is a wide doorway, through which it is, and was at all times mentioned herein, the practice of defendants to load and unload both freight and passengers, while said boat was at a wharf or landing, but when out in the water away from any landing said doorway opens right out to the water. That it is and at all times herein mentioned was the fixed custom for defendants to safeguard passengers from falling through said doorway, by placing a bar across the same while the boat is on its way between ports, and was the only safeguard so used. That said George D. Early, deceased, had been for a long



time prior to the said day of January, 1915, a regular passenger on said boat, going to and from his work on the daily trips of said boat and had always been accustomed to see the afore-mentioned bar across said doorway, and relied on its being in place for his protection. That on the said 15th day of January, 1915, defendants had carelessly, negligently and unlawfully failed and neglected to place or have placed said bar in its accustomed position, and said George D. Early, deceased, thinking that it was there as usual, and relying upon its being there, and relying upon the duty of defendants as common carriers to place said bar in its accustomed and proper place, and by reason and because of its not being in its accustomed position, and by defendants' carelessness and negligence in that regard, and while riding as a passenger upon said boat, fell through said open doorway into the waters of Humboldt Bay and was drowned, by reason of which this plaintiff has been damaged in the sum of \$50,000.

And for a further and third cause of action plaintiff complains and alleges:

I.

Plaintiff hereby refers to paragraphs I, II, III, IV, V [264] and VI of the first cause of action and to paragraph II of the second cause of action herein and makes said paragraphs a part of this cause of action as if incorporated herein.

II.

That when said George D. Early fell into the water as set forth in the first and second causes of action herein, defendants, their servants and em-

ployees were immediately notified of the facts of his so falling. That thereupon it became the duty of defendants, their servants and employees to exert every effort to save said George D. Early from death by drowning. That said George D. Early was a good swimmer, and with ordinary skill and care and effort, defendants could easily have provided means to rescue him from drowning. But through their carelessness and inattention and utter disregard of their duty in that behalf, defendants failed, neglected and refused to offer any aid or assistance to the said George D. Early, although they had ample opportunity to do so. That by reason of said carelessness and neglect on defendants part said George D. Early was left to drown without aid or assistance of any kind and because of said carelessness and neglect did drown, which has caused the plaintiff damage in the sum of \$50,000.

And for a further and fourth cause of action plaintiff complains and alleges:

I.

Plaintiff hereby refers to paragraphs I, II, III, IV, V and VI of the first cause of action and to paragraph II of the second cause of action herein and makes said paragraphs a part of this cause of action as if incorporated herein. [265]

II.

That when said George D. Early fell into the water as set forth in the first and second causes of action herein, defendants and their agents and their employees were immediately notified of his so falling. That it thereupon became the duty of the cap-

tain of said ferry-boat to stop said boat and offer aid and assistance to said George D. Early who was struggling in the water. But because of the negligence and lack of skill in handling and operating said boat the said captain failed, refused and neglected to stop said boat, until it was too late to offer assistance to said George D. Early and as a consequence thereof he was left to drown and did drown in the waters of Humboldt Bay. By reason whereof this plaintiff has been damaged in the sum of \$50,000.

WHEREFORE PLAINTIFF PRAYS JUDGMENT against defendant in the sum of \$50,000 and for costs of this action.

W. ERNEST DICKSON,  
Attorney for Plaintiff.

#### VERIFICATION OF COMPLAINT.

Eliza A. Early, being first duly sworn, deposes and says: That she is the plaintiff in the above-entitled action; that she has read the foregoing complaint and knows the contents thereof, and that the facts stated therein are true of her own knowledge, except as to those facts therein stated on her information and belief, and as to them she believes them to be true.

ELIZA A. EARLY.

Subscribed and sworn to before me this 1st day of February, 1915.

[Seal] W. ERNEST DICKSON,  
Notary Public in and for the County of Humboldt,  
State of California.

[Endorsed]: No. 7173. Filed Feb. 3, 1915. Fred M. Kay, County Clerk. [266]



State of California,  
County of Humboldt,—ss.

I, Fred M. Kay, County Clerk of the county of Humboldt, State of California, and ex-officio clerk of the Superior Court in and for said Humboldt County (which is a Court of Record), do hereby certify that the foregoing is a full, true and correct copy of the original Complaint in the Action of Eliza A. Early, Plaintiff, vs. Hammond Lumber Company (a Corporation), and The Coggeshall Launch Company, Defendants, as the same now appears on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Superior Court of Humboldt County, this 5th day of July, A. D. 1916.

[Seal] FRED M. KAY,  
County Clerk and ex-officio Clerk of the Superior  
Court of Humboldt County.

By Ralph I. Warren,  
Deputy.

[Revenue Stamp]

[Endorsed]: U. S. Dist. Court. 15,794. In Re Petn. to Limit Liability of S. Vessel "Antelope," etc. Petnrs. Exhibit 1. Filed July 6, 1916. W. B. Maling, Clerk. By Lyle S. Morris, Deputy Clerk.  
[267]

*In the United States District Court, in and for the Northern District of California, First Division.*

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY, a Corporation, and HAMMOND LUMBER COMPANY, a Corporation, Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**Stipulation for Order Directing Transmission of Original Exhibits to Appellate Court.**

It being mutually agreed by and between the parties hereto that Claimant's Exhibits "A" and "B" offered and received in evidence in the above-entitled action should be inspected by the United States Circuit Court of Appeals in and for the Ninth Circuit in determining the appeal of the above-entitled cause,—

IT IS HEREBY STIPULATED by and between the parties hereto that the above-entitled court may make its order directing the clerk of the above-entitled court to transfer the original copies of Claimant's Exhibits "A" and "B" to the clerk of the United States Circuit Court of Appeals in and for the Ninth Circuit to be retained by said clerk until the appeal of the above-entitled cause is properly disposed of, at which time the said original papers and records are to be returned to the clerk of the above-entitled court.

Dated this 7 day of April, 1917.

CLARENCE COONAN,  
NAT SCHMULOWITZ,  
Proctors for Petitioner.

W. ERNEST DICKSON,  
Proctor for Claimant. [268]

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*In the United States District Court, in and for the  
Northern District of California, First Division.*

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Cor-  
poration, Owners of the Steam Vessel  
“ANTELOPE,” for Limitation of Liability.

**Order Directing Transmission of Original Exhibits  
to the Appellate Court.**

It being mutually agreed by and between the parties hereto that Claimant's Exhibits “A” and “B” offered and received in evidence in the above-entitled action should be inspected by the United States Circuit Court of Appeals in and for the Ninth Circuit in determining the appeal in the above-entitled cause,—

IT IS HEREBY ORDERED that the clerk of the above-entitled court transfer the original copies of Claimant's Exhibits “A” and “B” to the clerk of the United States Circuit Court of Appeals in and for the Ninth Circuit to be retained by said clerk until the appeal in the above-entitled cause is properly disposed of, at which time the said original papers and records shall be returned to the clerk of



the above-entitled court.

Dated this 10th day of April, 1917.

M. T. DOOLING,

Judge of the District Court.

[Endorsed]: Filed Apr. 10, 1917. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [269]

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*In the United States District Court for the North-  
ern District of California, Southern Division.*

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Cor-  
poration, Owners of the Steam Vessel  
“ANTELOPE,” for Limitation of Liability.

**Stipulation and Order Extending Time to Docket  
Record on Appeal.**

It is hereby stipulated and agreed that the time  
for printing the record and filing and docketing this  
cause on appeal in the United States Circuit Court  
of Appeals for the Ninth Circuit may be extended to  
and including the 4th day of April, 1917.

CLARENCE COONAN,

NAT SCHMULOWITZ,

Proctors for Petitioner.

W. ERNEST DICKSON,

Proctor for Claimant.

Pursuant to the foregoing stipulation, it is hereby  
ordered that the time for printing the record and  
filing and docketing this cause on appeal in the  
United States Circuit Court of Appeals for the  
Ninth Circuit be and the same is hereby enlarged

and extended to and including the 4th day of April, 1917.

M. T. DOOLING,  
District Judge.

[Endorsed]: Filed Mar. 16, 1917: W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [270]

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*In the United States District Court for the North-  
ern District of California, Southern Division.*

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a Cor-  
poration, Owners of the Steam Vessel  
“ANTELOPE,” for Limitation of Liability.

**Stipulation and Order Extending Time to Docket  
Record on Appeal.**

It is hereby stipulated and agreed that the time  
for printing the record and filing and docketing this  
cause on appeal in the United States Circuit Court  
of Appeals for the Ninth Circuit may be extended  
to and including the 14th day of April, 1917.

CLARENCE COONAN,  
NAT SCHMULOWITZ,

Proctors for Petitioner.

W. ERNEST DICKSON,

Proctor for Claimant.

Pursuant to the foregoing stipulation it is hereby  
ordered that the time for printing the record and  
filing and docketing this cause on appeal in the  
United States Circuit Court of Appeals for the  
Ninth Circuit be and the same is hereby enlarged

and extended to and including the 14th day of April, 1917.

M. T. DOOLING,  
District Judge.

[Endorsed]: Filed Apr. 3, 1917. W. B. Maling,  
Clerk. By C. W. Calbreath, Deputy Clerk. [271]

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*In the United States District Court for the Northern  
District of California, Southern Division.*

In the Matter of the Petition of COGGESHALL  
LAUNCH COMPANY, a Corporation, and  
HAMMOND LUMBER COMPANY, a  
Corporation, Owners of the Steam Vessel  
“ANTELOPE,” for Limitation of Liability.

**Stipulation and Order Extending Time to Docket  
Record on Appeal.**

It is hereby stipulated and agreed that the time for printing the record and filing and docketing this cause on appeal in the United States Circuit Court of Appeals for the Ninth Circuit may be extended to and including the 26th day of April, 1917.

CLARENCE COONAN,  
NAT SCHMULOWITZ,  
Proctors for Petitioner.

W. ERNEST DICKSON,  
Proctor for Claimant.

Pursuant to the foregoing stipulation it is hereby ordered that the time for printing the record and filing and docketing this cause on appeal in the United States *Circuit of Appeals* for the Ninth Cir-



cuit be and the same is hereby enlarged and extended to and including the 26th day of April, 1917.

April 16th, 1907.

WM. W. MORROW,  
United States Circuit Judge, Ninth Judicial Circuit.

[Endorsed]: Apr. 16, 1917. W. B. Maling, Clerk.  
By C. W. Calbreath, Deputy Clerk. [272]

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**Certificate of Clerk U. S. District Court to Apostles  
on Appeal.**

I, Walter B. Maling, Clerk of the District Court of the United States, for the Northern District of California, do hereby certify the foregoing 272 pages, numbered from 1 to 272, inclusive, to contain a full, true, and correct transcript of certain records and proceedings, in the matter of the Petition of Coggeshall Launch Company, a Corp., and Hammond Lumber Company, a Corp., Owners of the Steam Vessel "Antelope," for a Limitation of Liability,—In Admiralty, No. 15,794,—as the same now remain on file and of record in this office; said transcript having been prepared pursuant to and in accordance with "Amended Praeceptum for Apostles on Appeal" (copy of which is embodied in this transcript), and the instructions of attorneys for petitioners and appellants, herein.

I further certify that the cost for preparing and certifying the foregoing Apostles on Appeal is the sum of One Hundred Thirty-eight Dollars and Sixty Cents (\$138.60), and that the same has been paid to

me by the attorneys for the appellants herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court, this 23d day of April, A. D. 1917.

[Seal]

WALTER B. MALING,

Clerk.

By C. W. Calbreath,

Deputy Clerk. [273]

CMT.

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[Endorsed]: No. 2975. United States Circuit Court of Appeals for the Ninth Circuit. Coggeshall Launch Company, a Corporation, Appellant, vs. Eliza A. Early, Claimant, Appellee. Apostles on Appeal. Upon Appeal from the Southern Division of the United States District Court for the Northern District of California, First Division.

Filed April 25, 1917.

F. D. MONCKTON,

Clerk of the United States Circuit Court of Appeals  
for the Ninth Circuit.

By Paul P. O'Brien,

Deputy Clerk.

**Certificate of Clerk U. S. District Court to Original Exhibits.**

I, Walter B. Maling, Clerk of the District Court of the United States, for the Northern District of California, do hereby certify that the annexed documents (two in number) known as and marked:

Claimant's Exhibit "A" (Certificate of Inspection)

Claimant's Exhibit "B" (Commutation-book) are original exhibits, introduced and filed in the matter of the Petition of Coggeshall Launch Co., a Corp. and Hammond Lumber Co., a Corp., Owners of the Steam Vessel "Antelope," for Limitation of Liability, No. 15,794, and are herewith transmitted to the U. S. Circuit Court of Appeals, for the Ninth Circuit, in accordance with order of this Court, dated April 10th, 1917. Copy of Original Claim of Eliza A. Early is also transmitted herewith, in its original form, as per order of Court, dated April 10th, 1917; copies of both of above-mentioned orders are embodied in the Apostles on Appeal, herewith transmitted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District Court, this 23d day of April, A. D. 1917.

[Seal]

WALTER B. MALING,

Clerk.

By C. W. Calbreath,

Deputy Clerk.

CMT.



[Endorsed]: No. 2975. United States Circuit Court of Appeals for the Ninth Circuit. Coggeshall Launch Company, a Corporation, vs. Eliza A. Early, Claimant. Certificate of Clerk U. S. District Court to Original Exhibits. Filed Apr. 25, 1917. F. D. Monckton, Clerk.

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*In the United States District Court for the Northern District of California, First Division.*

IN ADMIRALTY—No. 15,794.

In the Matter of the Petition of COGGESHALL LAUNCH COMPANY (a Corporation), and HAMMOND LUMBER COMPANY (a Corporation), Owners of the Steam Vessel "ANTELOPE," for Limitation of Liability.

**Claim of Eliza A. Early.**

To the Hon. MAURICE T. DOOLING, Judge of the United States District Court for the Northern District of California, First Division and to FRANCIS KRULL, Esq., United States Commissioner for Said Court.

Now comes Eliza A. Early, hereinafter called Claimant, and without waiving her right to protest the jurisdiction of the said Court to entertain said proceedings for Limitation of Liability, files her claim herein, and alleges as follows:—

I.

That one George D. Early, now deceased, was at the time of his death, a minor of the age of twenty years. That Eliza A. Early, Claimant herein, is the mother of said deceased. That James M. Early,

father of deceased has deserted his family and is now, and at all times mentioned herein was, separated from Claimant herein by a decree of divorce, and is now and was at all times mentioned herein, living entirely separate and apart from his family, and under the provisions of Section 376 of the Code of Civil Procedure of the State of California, said Eliza A. Early, has the right to prosecute the action hereinafter mentioned in the Superior Court of the State of California, and is prosecuting said action under and by virtue of said statutory right thus given her.

## II.

That petitioner herein, the Hammond Lumber Company, is a corporation organized and existing under and by virtue of the laws of the State of New Jersey, and has its principal place of business for the State of California at Samoa, California.

That the Coggeshall Launch Company, one of the Petitioners herein named, is a corporation organized and existing under and by virtue of the laws of the State of California, having its principal place of business at Eureka, California.

## III.

That on or about the 3d day of February 1915, Claimant herein, did file her complaint against Petitioners named herein, in the Superior Court of the State of California, in and for the County of Humboldt, in that certain suit No.7173 entitled; Eliza A. Early, Plaintiff, vs. Hammond Lumber Company (a Corporation), and The Coggeshall Launch Company (a Corporation), Defendants and that thereafter, and

prior to the filing of the petition herein, both of the Defendants above named, appeared in the said Superior Court and each filed its separate demurrer to said complaint: Thereafter on or about the 23d day of June 1915, Claimant did file in said Superior Court, her amended complaint, and served same upon Petitioners herein, and in said amended complaint asked for judgment in the sum of seventy-five hundred (\$7,500.00) dollars, which is less than the appraised valuation of the said steamer "Antelope" as set forth in the commissioners report appointed by this Court for the purpose of said appraisement: That the cause of action set forth and described in said amended complaint is in all respects the same as the one set forth in this claim, and that this is the only claim filed in this proceedings, and that this claim is for the sum of seventy-five hundred (\$7,500.00) dollars, which is less than the value of said steamer "Antelope."

#### IV.

That the Petitioners herein, are the owners of said Steamer Antelope, above mentioned, and as such owners are engaged in the business of carrying passengers for hire between the said city of Eureka, and the said City of Samoa on the waters of Humboldt Bay; That on the 15th day of January 1915, while a passenger on said Steamer Antelope, with his fare for his passage paid thereon, and while said steamer was engaged in making one of its regular trips for the purpose of carrying passengers between said Eureka, and said Samoa, the said George D. Early fell from the said Steamer Antelope,



and was drowned in the waters of Humboldt Bay: That on the said 15th day of January 1915, and while Petitioners were running and operating said ferryboat Antelope for the purpose of carrying passengers for hire as aforesaid, that they operated, conducted and ran said ferryboat in a careless, reckless, negligent and unlawful manner, in this; that when the accident complained of occurred, Petitioners were running and operating said ferryboat with an insufficient crew, and with a crew of less number than is required by the United States Steamboat regulations; that the servant on said ferryboat Antelope whose duty and custom it was to properly place a certain bar (hereinafter described) in its place for the protection of passengers, was not on said Steamer Antelope, and that no other servant was hired or put in his place, as a consequence of which, said bar was not in its proper place for the protection of passengers, and that said bar had always been used as the safeguard across a certain open doorway on the lower deck of the said ferryboat Antelope, and by reason of Petitioners failure and negligence to furnish a competent and sufficient crew, and by Petitioners failure and refusal to place said bar or other safeguard across said open doorway said George D. Early fell through the said open doorway into the water of Humboldt Bay, and was drowned as mentioned above and that by reason of said drowning Claimant herein has been damaged in the sum of seventy-five hundred (\$7,500.00) dollars.

And for further detailed specifications Claimant

alleges, that on the 15th day of January 1915, and for a long time prior thereto, it had been the fixed custom and habit of Petitioners to allow passengers to ride on the lower deck of said Steamer Antelope. That said lower deck is almost on a level with the water and is enclosed. That through said enclosure there is a wide doorway through which it is, and was at all times mentioned herein the practice and custom of Petitioners to load and unload both freight and passengers, while said boat was at a wharf or landing, but when out in the water away from any landing said doorway opens right out to the water. That it is and at all times herein mentioned was the fixed custom for Petitioners to safeguard passengers from falling through said open doorway by placing a bar across the same while the boat was on its way between ports, and that this was the only safeguard so used. That said George D. Early, deceased, had been for a long time prior to the said 15th day of January 1915, a regular passenger on said boat and had always been accustomed to see the forementioned bar across said doorway, and relied on its being in place for his protection. That on the said 15th day of January 1915, Petitioners had carelessly, negligently and unlawfully failed and neglected to place or have placed said bar in its accustomed position, and said George D. Early, deceased, thinking that it was there as usual, and relying upon its being there, and relying upon the duty of Petitioners as common carriers to place said bar in its accustomed and proper place, and by reason and because of its not being in its accustomed position, and by Peti-

tioners carelessness and negligence in that regard, and while riding as a passenger on said boat he fell through said open doorway into the waters of Humboldt Bay, and was drowned, by reason of which this Claimant has been damaged in the sum of seventy-five hundred (\$7,500.00) dollars.

And for a further, second and separate cause of action, Claimant alleges:

I.

Claimant hereby refers to paragraphs I, II, III, and IV, of the first cause of action herein, and hereby makes said paragraphs a part of this cause of action as if same were incorporated herein.

II.

That when said George D. Early fell into the water as set forth above in the first cause of action herein, Petitioners, their servants and employees were immediately notified of the fact of his so falling. That thereupon it became the duty of Petitioners, their servants and employees to exert every effort to save said George D. Early from death by drowning. That said George D. Early was a good swimmer, and with ordinary skill and care and effort, Petitioners could easily have provided means to rescue him from death by drowning. But through their carelessness and inattention and utter disregard of their duty in that behalf, Petitioners, failed, neglected and refused to offer any aid or assistance to said George D. Early, although they had ample opportunity to do so.

That when said George D. Early fell into the water as set forth above Petitioners, their agents and employees, were immediately notified of his so falling,



and that it thereupon became the duty of Petitioners, their agents and employees to stop said steamer Antelope and offer aid and assistance to said George D. Early who was struggling in the water, but because of the lack of skill on the part of the Captain of said boat, said Captain failed refused and neglected to stop said boat, until it was too late to save said George D. Early from death by drowning, and as a consequence thereof and by reason of said negligence on the part of said Petitioners their agents and employees, said George D. Early was left to drown and did drown in the waters of Humboldt Bay, and that by reason of said drowning Claimant herein has been damaged in the sum of seventy-five hundred (\$7,500.00) dollars.

WHEREFORE CLAIMANT PRAYS: that said Petition for Limitation of Liability be dismissed as to this Claimant, and that if same be not dismissed, the Claimant herein in any event be dismissed with full rights to continue the said suit in the said Superior Court of the State of California, and that if the Court compel this Claimant to allege a special cause of action in this suit, the Court decree that Petitioners herein be required to pay liability to Claimant in the sum of seventy-five hundred (\$7,500.00) dollars, together with interest and costs.

W. ERNEST DICKSON.

Proctor for Claimant.

VERIFICATION.

United States of America,  
State of California,  
County of Humboldt,—ss.

Eliza A. Early, being first duly sworn, deposes and says:

That she is the Claimant in the above-entitled cause of action; that she has read the foregoing claim, and knows the contents thereof; that the allegations of same, and each thereof is, to the best of her knowledge, information and belief the truth as therein stated and set forth.

ELIZA A. EARLY.

Subscribed and sworn to before me this 24th day of June, 1915.

[Seal] W. ERNEST DICKSON,  
Notary Public in and for the County of Humboldt,  
State of California.

It is hereby stipulated that this document is a correct copy of the claim originally filed by claimant Eliza A. Early, and that to all intents and purposes this copy may be viewed and considered as the original claim, Jan. 19, 1917.

CLARENCE COONAN,  
Atty. for Petitioners.

[Endorsed]: In Admiralty—No. 15,794. In the United States District Court for the Northern District of California, First Division. In the Matter of the Petition of Coggeshall Launch Company (a Corporation), and Hammond Lumber Company (a Corporation), Owners of the Steam Vessel Antelope for


Limitation of Liability. Claim of Eliza A. Early.  
Filed July 18, 1915. Filed April 10, 1917. *Nunc pro tunc* as of Jul. 15-15. W. B. Maling, Clerk.  
By C. W. Calbreath, Deputy Clerk.

No. 2975. U. S. Circuit Court of Appeals for the  
Ninth Circuit. Exhibit—Claim of Eliza A. Early.  
Filed Apr. 25, 1917. F. D. Monckton, Clerk.

**Claimant's Exhibit "A"—Certificate of Inspection.**

No. 409911.

Carbon Triplicate.

 This Receipt to be Given Payor

A receipt of this form must always be given when  
money is paid at the Custom House on ac-  
count of any of the following items:

District of .....  
Port of San Francisco,

June 30, 1916.

Am. Str. Antelope

(Nationality, rig and name of vessel).

Official No. ....Net Tons.....

Arrived from....., 191...  
To be collected. Fee No. Amount.

Navigation fine, penalty, or for-  
feiture:

Case No. ....

Deceased Passengers, No. ....

Navigation fees:

Admeasurement (Specify ser-  
vice), .....

Receiving Manifest, .....



Clearance, .....		
Entry, .....		
Post Entry, .....		
Bond, .....		
Bill of Health,.....		
Permit to .....		
Surveyor's Services, .....		
2 Certified copies of Inspection	18	40
Certificate of .....		
Recording of .....		
Total,		40

Received payment of the above amount from W. E. Dickson, Agt. F. J. Halpin of the above named vessel.


(Master, Agent, or Owner)

for Collector of Customs.

Do not accept this receipt unless it is a carbon copy.

Countersigned: (Remitted by mail), Payor.

A. Berryessa, Naval Office Clerk.

 The person to whom this receipt is given is requested to countersign the "Original," and in the event of his not doing so, or of "Original" not being out when offered for signature, to inform the COMMISSIONER OF NAVIGATION, DEPARTMENT OF COMMERCE, Washington, D. C.

In all cases of violations of the navigation laws, except where the offense constitutes a misdemeanor, the payor has the privilege of appeal under oath to the Secretary of Commerce for mitigation or remission of the penalty incurred. This appeal should state the circumstances under which the violation occurred and the reasons therefor and should be sent to the customs officer to whom the money was paid, by whom it will be forwarded to the Department of Commerce and the payor will be notified of the action finally taken.

The following references bear on the above subject :

R. S., 5292, 5293, 5294 and 5295 ;

Act of June 26, 1884, Sec. 26 (23 Stat., 53) ;

Act of December 15, 1894 (28 Stat., 595) ;

Act of March 2, 1896 (29 Stat., 39) ;

Act of March 3, 1897, Sec. 13 (29 Stat., 687) ;

Act of March 3, 1899, Sec. 175 (30 Stat., 1253) ;

Act of February 14, 1903, Sec. 10 (32 Stat., 825).

[Ten Cents U. S. Internal Revenue Stamp. Canceled 6/30/16. H. E. F.]

Form 841.

File No. V—1638.

This Certificate expires January 19, 1915.

UNITED STATES OF AMERICA  
DEPARTMENT OF COMMERCE  
STEAMBOAT-INSPECTION SERVICE

[Stamped in margin:] Permission to use petroleum as fuel on this steamer issued by the Secretary of Commerce and Labor, dated Nov. 6, 1911, on file in office of Local Inspectors at San Francisco, Cal.  
CERTIFICATE OF INSPECTION FOR STEAM  
OR MOTOR VESSEL

State of California,

District of San Francisco.

Steam Ferry Vessel Antelope.

Application in writing having been made to the undersigned, Inspectors for this District, to inspect the above-named vessel propelled by steam, of Jersey City, in the State of New Jersey, whereof The Hammond Lumber Company is owner, and F. C. Krohncke is Master, said inspectors, having completed the inspection of the vessel on the 19th day of January, 1914, DO CERTIFY that the said vessel was built at Eureka, in the State of California, in the year 1909; rebuilt in the year 1——; that the Hull is constructed of wood; and, as shown by official records, is of 160 gross tons; that the said vessel has — Staterooms and — Berths, and is allowed to carry



— passengers, viz: — First-cabin, — Second-cabin, and — Deck or Steerage Passengers;

The character of this vessel is changed to that of a freight steamer between the hours of 8 a. m. and 5 p. m. daily, except Sunday.

This vessel is also allowed to be employed as a passenger steamer, carrying fifteen (15) passengers, on Humboldt Bay to South Jetty.

also is required to carry a full complement of officers and crew, consisting of — licensed Master, 1 licensed Master and Pilot, — licensed Pilot, — licensed Mate, — Quartermaster, — Seamen, 2 Deck Hands, 1 licensed Chief Engineer, — licensed Assistant Engineer, — licensed Junior Engineer, — Water Tender, 1 Oiler, — Firemen, — Coal Passer, — Wiper, — Watchman, and also — persons when needed in Steward's and other departments not connected with the navigation of the vessel; that the said vessel is provided with One Compound Condensing Engine of 14  $\frac{3}{16}$  and 28  $\frac{5}{8}$  inches diameters of cylinders and 3 feet stroke of piston, and 1 Boiler, 16 feet in length and 60 inches in diameter, made of lawful steel, in the year 1903, rebuilt in the year 1—. The said vessel is permitted to navigate, for one year, the waters of Humboldt Bay between Samoa, Hendes, Fairhaven Shipyard, Eureka, and Life Saving Station and touching at intermediate ports, a distance of about — miles and return.

WE FURTHER CERTIFY that the said vessel at the date hereof is, in all things, in conformity with the laws governing the Steamboat-Inspection Service and the Rules and Regulations of the Board of Supervising Inspectors.

THE FOLLOWING PARTICULARS OF  
INSPECTION ARE ENUMERATED,  
NAMELY:

Anchors, No. 2.....	Cables, No. 2
.....	—
Compasses .....	No. 1
Has signal lights .....	Yes
Metal lifeboats .....	No. 2
Wooden lifeboats .....	No. —
Working boat .....	No. 1
Collapsible lifeboats .....	No. —
Every lifeboat has equipment in accordance with rules .....	Yes
.....	
.....	
Life rafts .....	No. —
Life preservers .....	No. 209
Auxiliary life-saving appliances, No. and kind .....	
2 cork rings .....	
.....	
Has line-carrying projectiles, and means of propelling them .....	
Fire extinguishers .....	No. 3
Portable hand fire pumps .....	No. —
Double-acting hand fire pumps, .....	No. 1
Hose—Internal diameter of, inches.....	11½
Length of .....	feet 200
Fire buckets .....	No. 8

Water barrels .....No. —  
Water tanks .....No. —  
Axes .....No. 2

MAIN BOILERS.

Boiler plate:  
    Thickness of .....44"  
    Tensile strength of .....60000  
    Record in local inspectors' office at .....  
        San Francisco, Cal.

Boiler shell....drilled Jan. 17, 1913.

    Thickness of plate found .44/00 inch.

Longitudinal seams double riveted.

    Holes drilled.

Maximum steam pressure allowed 150 lbs.

Hydrostatic pressure applied 225 lbs.

Steam pipe:

    Material Steel.

    Diameter 5"

    Thickness Ex. heavy.

Feed pumps for boilers .....No. 3

Steam fire pumps, double-acting, .....No. 1

\*\*\* DONKEY BOILERS.

No.\*..... When built, 1 .....  
Diam\*eter of .....  
Thickne\*ss of plate .....  
Tensile str\*ength of plate .....  
Record in loca\*l inspectors' office at.....  
.....\* .....  
.....\* .....



Maximum steam pressur\*e allowed to donkey boiler,  
.....\*..... pounds.  
Hydrostatic pressure applied \*to donkey boiler,  
.....\*\*\*\* pounds

JAMES GUTHRIE, Inspector of Hulls.

JOSEPH P. DOLAN, Inspector of Boilers.

State of California,

San Francisco,—ss.

Subscribed and sworn to before me this 21st day

(Sworn or affirmed.)

January, 1914, by James Guthrie, Inspector of  
Hulls, and by Joseph P. Dolan, Inspector of Boilers.

N. S. FARLEY,

Deputy Collector of Customs.

Customhouse, San Francisco, Cal., June 9, 1916.

I HEREBY CERTIFY that the above certificate  
is a true copy of the original on file in this office.

[Seal]

H. E. FARMER,

Acting Deputy Collector of Customs.

HWM.

No. 18, Fee 20¢.

On vessels of over 100 gross tons, two copies of this  
certificate must be framed under glass and posted in  
conspicuous places in the vessel where they will be  
most likely to be observed by passengers and others.  
On vessels of over 25 and not over 100 gross tons,  
two copies of this certificate must be kept on board,  
one copy of which must be framed under glass and  
placed in a conspicuous place in the vessel where it  
will be most likely to be observed by passengers and  
others. On vessels of not over 25 gross tons, two

copies of this certificate must be kept on board to be shown on demand. (*Section 4423, Revised Statutes.*)

Steam pleasure yachts are forbidden to carry merchandise or passengers for pay, unless upon change of character by the Inspectors of the Steamboat-Inspection Service.

[Stamped:] Cashier's Office, Customhouse, San Francisco. Paid Jun. 30, 1916. A. B.

Form 841. Department of Commerce. Steamboat-Inspection Service. Certificate of Inspection for Steam Vessel Named Antelope. Gross Tonnage  
(Steam or motor.)

nage 160. Owner The Hammond Lumber Company. Inspectors, James Guthrie, Joseph P. Dolan. Certificate received at Customhouse January 21, 1914. Certified copies issued by Customs Officer to Master or Owner of Vessel. January 22, 1914.

Form 841.

File No. V—2108.

[Ten Cents U. S. Internal Revenue Stamp. Canceled 6/30/16. H. E. F.]

This Certificate expires January 19, 1916.

UNITED STATES OF AMERICA  
DEPARTMENT OF COMMERCE  
STEAMBOAT-INSPECTION SERVICE

[Stamped in margin:] Permission to use petroleum as fuel on this steamer issued by the Secretary of Commerce and Labor, dated Nov. 6, 1911, on file in office of Local Inspectors at San Francisco, Cal.

CERTIFICATE OF INSPECTION FOR STEAM  
OR MOTOR VESSEL

State of California,

District of San Francisco.

Steam Ferry Vessel Antelope.

Application in writing having been made to the undersigned, Inspectors for this District, to inspect the above-named vessel propelled by steam, of Jersey City, in the State of New Jersey, whereof The Hammond Lumber Company is owner, and F. C. Krohncke is Master, said inspectors, having completed the inspection of the vessel on the 19th day of January, 1915, DO CERTIFY that the said vessel was built at Eureka, in the State of California, in the year 1909; rebuilt in the year 1——; that the Hull is constructed of wood; and, as shown by official records, is of 160 gross tons; that the said vessel has — Staterooms and — Berths, and is allowed to carry — passengers, viz: — First-cabin, — Second-cabin, and — Deck or Steerage Passengers;



The character of this vessel is changed to that of a freight steamer between the hours of 8 a. m. and 5 p. m. daily, except Sunday.

This vessel is also allowed to be employed as a passenger steamer, carrying fifteen (15) passengers, on Humboldt Bay to South Jetty.

also is required to carry a full complement of officers and crew, consisting of — licensed Master, 1 licensed Master and Pilot, — licensed Pilot, — licensed Mate, — Quartermaster, — Seamen, 2 Deck Hands, 1 licensed Chief Engineer, — licensed Assistant Engineer, — licensed Junior Engineer, — Water Tender, — Oiler, 1 Firemen, — Coal Passer, — Wiper, — Watchman, and also — persons when needed in Steward's and other departments not connected with the navigation of the vessel; that the said vessel is provided with One Compound Condensing Engine of 14  $\frac{3}{16}$  and 28  $\frac{5}{8}$  inches diameters of cylinders and 3 feet stroke of piston, and 1 Boiler, 16 feet in length and 60 inches in diameter, made of lawful steel, in the year 1903, rebuilt in the year 1—. The said vessel is permitted to navigate, for one year, the waters of Humboldt Bay between Samoa, Hendes, Fairhaven Shipyard, Eureka, and Life Saving Station and touching at intermediate ports, a distance of about — miles and return.

WE FURTHER CERTIFY that the said vessel at the date hereof is, in all things, in conformity with the laws governing the Steamboat-Inspection Service and the Rules and Regulations of the Board of Supervising Inspectors.

THE FOLLOWING PARTICULARS OF  
INSPECTION ARE ENUMERATED,  
NAMELY:

Anchors, No. 2.....	Cables, No. 2
.....	—
Compasses .....	No. 1
Has signal lights .....	Yes
Metal lifeboats .....	No. 2
Wooden lifeboats .....	No. —
Working boat .....	No. 1
Collapsible lifeboats .....	No. —
Every lifeboat has equipment in accordance with rules .....	Yes
.....	
.....	
Life rafts .....	No. —
Life preservers .....	No. 250
Auxiliary life-saving appliances, No. and kind .....	
2 cork rings .....	
.....	
Has line-carrying projectiles, and means of propelling them .....	
Fire extinguishers .....	No. 5
Portable hand fire pumps .....	No. —
Double-acting hand fire pumps, .....	No. 1
Hose—Internal diameter of, inches.....	1½
Length of .....	feet 200
Fire buckets .....	No. 8
Water barrels .....	No. —
Water tanks .....	No. —
Axes .....	No. 2

MAIN BOILERS.

Boiler plate:

Thickness of .....44"

Tensile strength of .....60000

Record in local inspectors' office at .....  
San Francisco, Cal.

Boiler shell....drilled Jan. 17, 1913.

Thickness of plate found .44/00 inch.

Longitudinal seams double riveted.

Holes drilled.

Maximum steam pressure allowed 150 lbs.

Hydrostatic pressure applied 225 lbs.

Steam pipe:

Material Steel.

Diameter 5"

Thickness Extra heavy.

Feed pumps for boilers .....No. 3

Steam fire pumps, double acting .....No. 1

DONKEY BOILERS.

No.\* \*\*\*.....When built, 1 .....

Diam\*eter of .....

Thickne\*ss of plate .....

Tensile str\*ength of plate .....

Record in loca\*l inspectors' office at.....

.....\*

.....\*

Maximum steam pressur\*e allowed to donkey boiler,

.....\*..... pounds.

Hydrostatic pressure applied \*to donkey boiler,

.....\*\*\*\*pounds

JAMES GUTHRIE, Inspector of Hulls.

JOSEPH P. DOLAN, Inspector of Boilers.



State of California,  
San Francisco, ss.

Subscribed and sworn to before me this 27th day  
(Sworn or affirmed.)

January, 1915, by James Guthrie, Inspector of  
Hulls, and by Joseph P. Dolan, Inspector of Boilers.

T. J. BARRY,

Acting Collector of Customs.

Customhouse, San Francisco, Cal., June 9, 1916.

I HEREBY CERTIFY that the above certificate  
is a true copy of the original on file in this office.

[Seal]

H. E. FARMER,

Acting Deputy Collector of Customs.

HWM.

No. 18, Fee 20¢.

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Steam pleasure yachts are forbidden to carry merchandise or passengers for pay, unless upon change

of character by the Inspectors of the Steamboat-Inspection Service.

Cashier's Office, Customhouse, San Francisco.  
Paid Jun. 30, 1916. A. B.

Form 841. Department of Commerce. Steamboat-Inspection Service. Certificate of Inspection for Steam Vessel Named Antelope. Gross Tonnage  
(Steam or motor.)

160. Owner The Hammond Lumber Company. Inspectors, James Guthrie, Joseph P. Dolan. Certificate received at Customhouse January 27, 1915. Certified copies issued by Customs Officer to Master or Owner of Vessel. January 28, 1915.

U. S. Dist. Court. 15794. In re Petn. to Limit Liability of Owners of Steam Vessel "Antelope," etc. Claimant's Exhibit "A." Filed July 6th, 1916. W. B. Maling, Clerk. By Lyle S. Morris, Deputy Clerk. Case No. 2975. U. S. Circuit Court of Appeals for the Ninth Circuit. Claimant's Exhibit "A." Filed Apr. 25, 1917. F. D. Monckton, Clerk.

**Claimant's Exhibit "B"—Commutation Book.**

**SPECIAL RATE MONTHLY TICKET**

Between

**EUREKA AND SAMOA**

I have read the conditions printed herein and agree to use this ticket in compliance therewith.

**COUPONS NOT GOOD UNLESS DETACHED  
IN PRESENCE OF COLLECTOR**

—————Purchaser.

Book No. 364

**Conditions**

In consideration of this ticket being sold at a reduced rate the purchaser agrees to use it subject to the following terms and conditions:

First. This company reserves the right to change the stopping places and time schedules and reduce the number of daily trips of its boats without notice, and does not guarantee that purchaser will reach destination at a specified time.

Second. That this ticket is not transferable and is issued for the personal use of the purchaser whose name is signed hereon. If presented in payment of fare by any other than the person named, the ticket will be forfeited.

Third. That it will be honored only on the date and during the month printed hereon.

(Continued on third page of cover)



*Coggeshall Launch Company*

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

1

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

1

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

2

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

**2**

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

**3**

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

**3**

Between  
**Eureka and Samoa**

---

No Baggage

*Coggeshall Launch Company*

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

4

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

4

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

5

Between  
**Eureka and Samoa**

---

No Baggage



Coggeshall Launch Co.

---

Good for One Continuous

Passage on

MAY, 1916.

5

Between

**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous

Passage on

MAY, 1916.

6

Between

**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous

Passage on

MAY, 1916.

6

Between

**Eureka and Samoa**

---

No Baggage

*Coggeshall Launch Company*

Coggeshall Launch Co.

Good for One Continuous  
Passage on  
MAY, 1916.

**7**

Between  
**Eureka and Samoa**

No Baggage

Coggeshall Launch Co.

Good for One Continuous  
Passage on  
MAY, 1916.

**7**

Between  
**Eureka and Samoa**

No Baggage

Coggeshall Launch Co.

Good for One Continuous  
Passage on  
MAY, 1916.

**8**

Between  
**Eureka and Samoa**

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous

Passage on

MAY, 1916.

8

Between

**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous

Passage on

MAY, 1916.

9

Between

**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous

Passage on

MAY, 1916.

9

Between

**Eureka and Samoa**

---

No Baggage



*Coggeshall Launch Company*

Coggeshall Launch Co.

Good for One Continuous  
Passage on  
MAY, 1916.

**10**

Between  
**Eureka and Samoa**

No Baggage

Coggeshall Launch Co.

Good for One Continuous  
Passage on  
MAY, 1916.

**10**

Between  
**Eureka and Samoa**

No Baggage

Coggeshall Launch Co.

Good for One Continuous  
Passage on  
MAY, 1916.

**11**

Between  
**Eureka and Samoa**

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

**11**

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

**12**

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

**12**

Between  
**Eureka and Samoa**

---

No Baggage

*Coggeshall Launch Company*

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

**13**

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

**13**

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

**14**

Between  
**Eureka and Samoa**

---

No Baggage



Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

14

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

15

Between  
**Eureka and Samoa**

---

No Baggage

Coggeshall Launch Co.

---

Good for One Continuous  
Passage on  
MAY, 1916.

15

Between  
**Eureka and Samoa**

---

No Baggage

*Coggeshall Launch Company*Coggeshall Launch Co.

Good for One Continuous

Passage on

MAY, 1916.

**16**

Between

**Eureka and Samoa**No BaggageCoggeshall Launch Co.

Good for One Continuous

Passage on

MAY, 1916.

**16**

Between

**Eureka and Samoa**No BaggageCoggeshall Launch Co.

Good for One Continuous

Passage on

MAY, 1916.

**17**

Between

**Eureka and Samoa**No Baggage

*vs. Eliza A. Early.*

363

Coggeshall Launch Co.

Good for One Continuous  
Passage on  
MAY, 1916.

**21**

Between  
**Eureka and Samoa**

No Baggage

Coggeshall Launch Co.

Good for One Continuous  
Passage on  
MAY, 1916.

**21**

Between  
**Eureka and Samoa**

No Baggage



Fourth. That if lost it will not be replaced.

Fifth. That no portion of the money paid for this ticket will be refunded on account of loss or inability of purchaser to use ticket before date of expiration.

Sixth. That in event of interruption of service due to storms, wreck, fire or other causes beyond the control of this company, there shall be no obligation to refund any portion of the purchase price of this ticket, nor indemnify the purchaser in any amount whatever on account of failure of purchaser to reach destination within a particular time.

**No transfers issued on this ticket.**

E. P. Co. 31182

COGGESHALL LAUNCH

Boats to All Points

On Humboldt Bay

Telephone 249

[Endorsed]: U. S. Dist. Court. 15,794. In Re Limit. Liab. "Antelope" etc. Clmts. Exhibit "B." Filed July 6, 1916. W. B. Maling, Clerk. By Lyle S. Morris, Deputy Clerk.

No. 2975. U. S. Circuit Court of Appeals for the Ninth Circuit. Claimant's Exhibit "B." Filed Apr. 25, 1917. F. D. Monckton, Clerk.